

# 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: Oct. 1, 2013 Discuss  
SUBJECT: Monthly Budgets - Board Report Action

Consent X

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OBJECTIVE: Goal # Planning for Future Student Needs

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### 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

| Fund: | Account Number / Description         | Budget          | Range To Date  | YTD            | Balance         | Encumbrance     | To Date: 9/19/2013 |                 |
|-------|--------------------------------------|-----------------|----------------|----------------|-----------------|-----------------|--------------------|-----------------|
|       |                                      |                 |                |                |                 |                 | Budget Balance     | % Remaining Bud |
| 001   | MAINT & OPER FUNDS                   |                 |                |                |                 |                 |                    |                 |
|       | Fund 001 Total:                      | \$30,068,977.00 | \$4,120,740.77 | \$4,120,740.77 | \$25,948,236.23 | \$24,829,831.79 | \$1,118,404.44     | 3.72%           |
| 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    | \$12,022.65    | \$12,022.65    | \$888,721.44    | \$697.71        | \$888,023.73       | 98.59%          |
| 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%         |
| 100   | ESEA, TITLE I                        |                 |                |                |                 |                 |                    |                 |
|       | Fund 100 Total:                      | \$0.00          | \$0.00         | \$0.00         | \$0.00          | \$50.00         | (\$50.00)          | 0.00%           |
| 110   | TITLE I LEA                          |                 |                |                |                 |                 |                    |                 |
|       | Fund 110 Total:                      | \$855,056.36    | \$8,412.83     | \$8,412.83     | \$846,643.53    | \$37,302.79     | \$809,340.74       | 94.65%          |
| 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     | \$5,985.50      | \$75,068.99        | 92.62%          |
| 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                   |                 |                |                |                 |                 |                    |                 |

# 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: 9/19/2013 | Budget Balance |                        |
|------------------------------|------------------------------------------|--------------------------------------------------|---------------------|--------------------|----------------|------------------------|
| Account Number / Description |                                          |                                                  |                     |                    | Encumbrance    | % Remaining Bud        |
|                              |                                          | Budget                                           | Range To Date       | YTD                | Balance        |                        |
| <b>Fund 220 Total:</b>       |                                          | \$869,874.23                                     | \$0.00              | \$0.00             | \$869,874.23   | \$868,204.58<br>99.81% |
| <b>Fund:</b> 221             | IDEA - PRESCHOOL GRANT                   |                                                  |                     |                    |                |                        |
| <b>Fund 221 Total:</b>       |                                          | \$26,070.93                                      | \$0.00              | \$0.00             | \$26,070.93    | \$26,070.93<br>100.00% |
| <b>Fund:</b> 260             | CTE BASIC GRANT/FEDERAL                  |                                                  |                     |                    |                |                        |
| <b>Fund 260 Total:</b>       |                                          | \$112,812.54                                     | \$2,473.75          | \$2,473.75         | \$110,338.79   | \$92,632.54<br>82.11%  |
| <b>Fund:</b> 261             | CTE BASIC GRANT (07-01-12 thru 09-30-13) |                                                  |                     |                    |                |                        |
| <b>Fund 261 Total:</b>       |                                          | \$0.00                                           | \$950.00            | \$950.00           | (\$950.00)     | (\$19,849.26)<br>0.00% |
| <b>Fund:</b> 290             | MEDICAID OUTREACH                        |                                                  |                     |                    |                |                        |
| <b>Fund 290 Total:</b>       |                                          | \$102,995.53                                     | \$0.00              | \$0.00             | \$102,995.53   | \$98,995.53<br>96.12%  |
| <b>Fund:</b> 291             | MEDICAID DIRECT                          |                                                  |                     |                    |                |                        |
| <b>Fund 291 Total:</b>       |                                          | \$170,985.54                                     | \$37,916.01         | \$37,916.01        | \$133,069.53   | \$89,945.33<br>52.60%  |
| <b>Fund:</b> 301             | RACE TO THE TOP - FY 12-13               |                                                  |                     |                    |                |                        |
| <b>Fund 301 Total:</b>       |                                          | \$34,108.50                                      | \$0.00              | \$0.00             | \$34,108.50    | \$4.50<br>0.01%        |
| <b>Fund:</b> 302             | GEAR UP 08/28/13                         |                                                  |                     |                    |                |                        |
| <b>Fund 302 Total:</b>       |                                          | \$266,100.00                                     | \$486.31            | \$486.31           | \$265,613.69   | \$147,939.86<br>55.60% |
| <b>Fund:</b> 349             | NAT'L FOREST FEES - FY 12-13             |                                                  |                     |                    |                |                        |
| <b>Fund 349 Total:</b>       |                                          | \$784,767.52                                     | \$6,364.90          | \$6,364.90         | \$778,402.62   | \$745,147.68<br>94.95% |
| <b>Fund:</b> 400             | CTE PRIORITY PROGRAM                     |                                                  |                     |                    |                |                        |
| <b>Fund 400 Total:</b>       |                                          | \$43,901.14                                      | \$1,207.01          | \$1,207.01         | \$42,694.13    | \$38,073.36<br>86.73%  |
| <b>Fund:</b> 485             | WRP                                      |                                                  |                     |                    |                |                        |
| <b>Fund 485 Total:</b>       |                                          | \$134,939.58                                     | \$22,025.41         | \$22,025.41        | \$112,914.17   | (\$1,880.55)<br>-1.39% |
| <b>Fund:</b> 493             | NAU - GEAR-UP (DO NOT USE)               |                                                  |                     |                    |                |                        |
| <b>Fund 493 Total:</b>       |                                          | \$266,100.00                                     | \$36,970.65         | \$36,970.65        | \$229,129.35   | \$185,104.02           |

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2013-2014

Account Number / Description

| Fund: | Account Number / Description    | Budget         | Range To Date | YTD          | Balance        | Encumbrance    | To Date: 9/19/2013 |                 |
|-------|---------------------------------|----------------|---------------|--------------|----------------|----------------|--------------------|-----------------|
|       |                                 |                |               |              |                |                | Budget Balance     | % Remaining Bud |
|       |                                 |                |               |              |                |                |                    | 69.56%          |
| 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:                 | \$3,209,595.00 | \$329,298.51  | \$329,298.51 | \$2,880,296.49 | \$1,789,895.17 | \$1,090,401.32     | 33.97%          |
| Fund: | 515 CIVIC CENTER                |                |               |              |                |                |                    |                 |
|       | Fund 515 Total:                 | \$89,483.50    | \$5,603.62    | \$5,603.62   | \$83,879.88    | \$55,394.94    | \$28,484.94        | 31.83%          |
| Fund: | 517 BUS RENTAL                  |                |               |              |                |                |                    |                 |
|       | Fund 517 Total:                 | \$4,148.82     | \$0.00        | \$0.00       | \$4,148.82     | \$111,133.35   | (\$106,984.53)     | -2578.67%       |
| Fund: | 521 EXTENDED KINDERGARTEN       |                |               |              |                |                |                    |                 |
|       | Fund 521 Total:                 | \$405,214.66   | \$0.00        | \$0.00       | \$405,214.66   | \$0.00         | \$405,214.66       | 100.00%         |
| Fund: | 522 BEFORE/AFTER SCHOOL PROGRAM |                |               |              |                |                |                    |                 |
|       | Fund 522 Total:                 | \$79,543.20    | \$412.95      | \$412.95     | \$79,130.25    | \$0.00         | \$79,130.25        | 99.48%          |
| Fund: | 523 BRIGHT FUTURES PRESCHOOL    |                |               |              |                |                |                    |                 |
|       | Fund 523 Total:                 | \$50,257.80    | \$3,995.80    | \$3,995.80   | \$46,262.00    | \$33,743.15    | \$12,518.85        | 24.91%          |
| Fund: | 525 AUX OPERATIONS              |                |               |              |                |                |                    |                 |
|       | Fund 525 Total:                 | \$94,999.61    | \$37,921.88   | \$37,921.88  | \$57,077.73    | \$47,464.55    | \$9,613.18         | 10.12%          |
| Fund: | 526 ACT FEES TAX CRED           |                |               |              |                |                |                    |                 |
|       | Fund 526 Total:                 | \$30,657.05    | \$10,877.68   | \$10,877.68  | \$19,779.37    | \$58,041.86    | (\$38,262.49)      | -124.81%        |
| Fund: | 530 GIFTS & DONATIONS           |                |               |              |                |                |                    |                 |
|       | Fund 530 Total:                 | \$17,678.74    | \$4,835.25    | \$4,835.25   | \$12,843.49    | \$12,464.75    | \$378.74           | 2.14%           |
| Fund: | 534 SCHOLARSHIPS                |                |               |              |                |                |                    |                 |
|       | Fund 534 Total:                 | \$0.00         | \$250.00      | \$250.00     | (\$250.00)     | \$0.00         | (\$250.00)         | 0.00%           |

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# 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: 9/19/2013 | Budget Balance  |                                              |
|------------------------|-----|--------------------------------------------------|---------------------|--------------------|-----------------|----------------------------------------------|
|                        |     |                                                  |                     |                    | Encumbrance     | % Remaining Bud                              |
|                        |     | Budget                                           | Range To Date       | YTD                | Balance         |                                              |
| <b>Fund 700 Total:</b> |     | \$3,552,420.00                                   | \$0.00              | \$0.00             | \$3,552,420.00  | \$3,552,420.00<br>100.00%                    |
| <b>Fund:</b>           | 850 | STUDENT ACTIVITIES                               |                     |                    |                 |                                              |
|                        |     | \$4,597.35                                       | \$2,961.45          | \$2,961.45         | \$1,635.90      | \$4,424.46<br>(\$2,788.56)<br>-60.66%        |
| <b>Fund 850 Total:</b> |     |                                                  |                     |                    |                 |                                              |
| <b>Fund:</b>           | 855 | EMPLOYEE INSURANCE                               |                     |                    |                 |                                              |
|                        |     | \$467,265.85                                     | \$303,981.35        | \$303,981.35       | \$163,284.50    | \$737,154.83<br>(\$573,870.33)<br>-122.81%   |
| <b>Fund 855 Total:</b> |     |                                                  |                     |                    |                 |                                              |
|                        |     | \$52,747,125.09                                  | \$5,639,768.18      | \$5,639,768.18     | \$47,107,356.91 | \$28,763,620.72<br>\$18,343,736.19<br>34.78% |
| <b>Grand Total:</b>    |     |                                                  |                     |                    |                 |                                              |

End of Report



# **CONSENT**

## **Item 8E.**

# **Student Activities**

## **Report**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8E**  
FROM: Cynthia Windham, Finance Director Reading  
DATE: October 1, 2013 Discuss  
SUBJECT: Student Activities - Board Report Action  
Consent X

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OBJECTIVE: Goal # Planning for Future Student Needs

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### SUPPORTING DATA:

Attached is the monthly Student Activities Report.

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

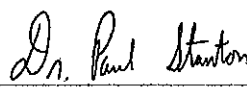
Due to year-end calculations, final budget balances will not be posted until the County rolls cash balances after the final encumbrances period has concluded and the Annual Financial Report is submitted.

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

## 850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2013-2014 From Date: 7/1/2013 To Date: 9/30/2014

Account Number Description GL Budget Range To Date YTD Balance Encumbrance Budget Balance % Bud

|                            |                                       |            |            |            |              |            |              |           |
|----------------------------|---------------------------------------|------------|------------|------------|--------------|------------|--------------|-----------|
| 850.100.1000.6000.110.1319 | GENERIC EXPENSE                       | \$400.00   | \$0.00     | \$0.00     | \$400.00     | \$0.00     | \$400.00     | 100.00%   |
|                            | COURSE: STUDENT COUNCIL - 1319        | \$400.00   | \$0.00     | \$0.00     | \$400.00     | \$0.00     | \$400.00     | 100.00%   |
| 850.610.1000.6610.120.1319 | UNIT: LIVES - 110                     | \$400.00   | \$0.00     | \$0.00     | \$400.00     | \$0.00     | \$400.00     | 100.00%   |
| 850.610.1000.6610.120.1319 | GENERAL SUPPLIES                      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$200.00   | (\$200.00)   | 0.00%     |
| 850.610.1000.6610.120.1319 | TECHNICAL SERVICES                    | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$100.00   | (\$100.00)   | 0.00%     |
|                            | COURSE: STUDENT COUNCIL - 1319        | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$300.00   | (\$300.00)   | 0.00%     |
| 850.610.1000.6610.125.1319 | UNIT: BMMS - 120                      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$300.00   | (\$300.00)   | 0.00%     |
| 850.610.1000.6610.125.1319 | GENERAL SUPPLIES                      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$123.39   | (\$123.39)   | 0.00%     |
| 850.610.1000.6610.125.1319 | DUES AND FEES                         | \$0.00     | \$100.00   | \$100.00   | (\$100.00)   | \$0.00     | (\$100.00)   | 0.00%     |
|                            | COURSE: STUDENT COUNCIL - 1319        | \$0.00     | \$100.00   | \$100.00   | (\$100.00)   | \$123.39   | (\$223.39)   | 0.00%     |
| 850.100.1000.6000.230.1316 | UNIT: GHMS - 125                      | \$0.00     | \$100.00   | \$100.00   | (\$100.00)   | \$123.39   | (\$223.39)   | 0.00%     |
| 850.100.1000.6000.230.1316 | GENERIC EXPENSE                       | \$1,260.00 | \$0.00     | \$0.00     | \$1,260.00   | \$0.00     | \$1,260.00   | 100.00%   |
|                            | COURSE: HOSA - 1316                   | \$1,260.00 | \$0.00     | \$0.00     | \$1,260.00   | \$0.00     | \$1,260.00   | 100.00%   |
| 850.100.1000.6000.230.1319 | GENERIC EXPENSE                       | \$448.00   | \$0.00     | \$0.00     | \$448.00     | \$0.00     | \$448.00     | 100.00%   |
| 850.400.2710.6510.230.1319 | STUDENT TRANS SVS                     | \$0.00     | \$313.47   | \$313.47   | (\$313.47)   | \$0.00     | (\$313.47)   | 0.00%     |
| 850.610.1000.6610.230.1319 | GENERAL SUPPLIES                      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$1,976.75 | (\$1,976.75) | 0.00%     |
| 850.610.1000.6731.230.1319 | Furn & Equip > \$1000                 | \$0.00     | \$1,485.30 | \$1,485.30 | (\$1,485.30) | \$0.00     | (\$1,485.30) | 0.00%     |
| 850.610.1000.6890.230.1319 | MISC EXPENDITURES                     | \$0.00     | \$725.00   | \$725.00   | (\$725.00)   | \$0.00     | (\$725.00)   | 0.00%     |
| 850.610.1000.6890.230.1319 | TECHNICAL SERVICES                    | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$1,500.00 | (\$1,500.00) | 0.00%     |
| 850.610.2660.6540.230.1319 | COURSE: STUDENT COUNCIL - 1319        | \$0.00     | \$2,523.77 | \$2,523.77 | (\$2,075.77) | \$3,838.75 | (\$5,914.52) | -1320.21% |
| 850.100.1000.6000.230.1362 | GENERIC EXPENSE                       | \$55.00    | \$0.00     | \$0.00     | \$55.00      | \$0.00     | \$55.00      | 100.00%   |
|                            | COURSE: NATIONAL HONOR SOCIETY - 1362 | \$55.00    | \$0.00     | \$0.00     | \$55.00      | \$0.00     | \$55.00      | 100.00%   |
| 850.100.1000.6000.230.1368 | GENERIC EXPENSE                       | \$24.00    | \$0.00     | \$0.00     | \$24.00      | \$0.00     | \$24.00      | 100.00%   |
|                            | COURSE: DECA - 1368                   | \$24.00    | \$0.00     | \$0.00     | \$24.00      | \$0.00     | \$24.00      | 100.00%   |
| 850.610.1000.6610.230.1403 | GENERAL SUPPLIES                      | \$0.00     | \$237.68   | \$237.68   | (\$237.68)   | \$12.32    | (\$250.00)   | 0.00%     |
| 850.610.1000.6730.230.1403 | FF&E < \$1,000                        | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$150.00   | (\$150.00)   | 0.00%     |
|                            | COURSE: P.A.L.S. - 1403               | \$0.00     | \$237.68   | \$237.68   | (\$237.68)   | \$162.32   | (\$400.00)   | 0.00%     |
|                            | UNIT: BMHS - 230                      | \$1,787.00 | \$2,761.45 | \$2,761.45 | (\$974.45)   | \$4,001.07 | (\$4,975.52) | -278.45%  |
|                            | <b>Grand Total:</b>                   | \$2,187.00 | \$2,861.45 | \$2,861.45 | (\$674.45)   | \$4,424.46 | (\$5,098.91) | -233.15%  |

End of Report



# CONSENT

## Item 8F.

# ESI

## Agreement Renewal

## HUMBOLDT UNIFIED SCHOOL DISTRICT

|            |                                                                                                             |           |
|------------|-------------------------------------------------------------------------------------------------------------|-----------|
| TO:        | Humboldt Unified School District Governing Board                                                            | Item # 8F |
| FROM:      | Dan Streeter, Director of Human Resources                                                                   | Reading   |
| DATE:      | October 1, 2013                                                                                             | Discuss   |
| SUBJECT:   | Annual Renewal of Retiree Re-employment Program and Client Service Contract With Educational Services, Inc. | Action    |
|            |                                                                                                             | Consent X |
| <hr/>      |                                                                                                             |           |
| OBJECTIVE: | Goal # 4 Attract and Retain Highly Effective Employees                                                      |           |

### SUPPORTING DATA:

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

### SUMMARY & RECOMMENDATION:

In an effort to retain highly qualified and experienced employees who have just retired and, at the same time, reduce employer costs, a staff retiree re-employment incentive program (see *Retiree Re-Employment Program: 2012-13* document) is proposed for the 2013-14 school year for teachers, administrators, and classified employees who have met the requirements for ASRS normal retirement, have retired, and who wish to return to full-time employment without jeopardizing their retirement income.

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

Educational Services, Inc. has provided retiree re-employment services in Arizona since 1999 and works with over 120 school districts across the state, including Prescott, Chino Valley, and Mayer. HUSD has approved a contract with ESI annually since the 2005-06 school year which has allowed us to hire excellent recent retirees while saving M&O dollars.

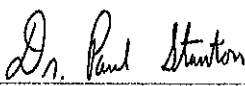
There are no changes from last year's agreement.

It is recommended that the Governing Board approve the renewal agreement.

#### Sample Motion:

*I move to approve the Retiree Re-Employment Program and the Client Service Agreement with Educational Services, Inc. for the 2013-14 school year.*

Approved for transmittal to the Governing Board:

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

Questions should be directed to: Dan Streeter @ x4006



# The Humboldt Schools.

*Motivating achievement since 1906.*

## **HUMBOLDT UNIFIED SCHOOL DISTRICT #22 RETIREE RE-EMPLOYMENT PROGRAM: 2012-2013**

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

### **Program Criteria for Participants**

Current employees desiring to join the program for two years following retirement must meet the following criteria:

- Participants must be current employees of the District
- Employee must qualify for ASRS retirement, retire, and be receiving benefits.
- Employee must have the recommendation of the employee's principal or immediate supervisor and the approval of the Superintendent.

### **Employee Contract Provisions for Post-Retirement "Contracted" Employment**

The employee agrees to the following contract terms:

- For retiring HUSD employees, continue in the same position and assume the same responsibilities as the job category requires or serve in another position determined by the District.
- Services to be provided to the District will be delivered under a contract held by a contractor selected by the District (Educational Services Inc.), and may only be held in effect for up to two years.
- Provision of the contract provides for a wage equal to 80% of the employee's current step and grade of the District salary schedule.
- Provision of the contract provides for the District or the employee to terminate the contract with a 30 day written notice. Provisions may be made at any time to comply with legislative changes to the Retiree Re-Employment Program.
- ESI contracted employees assume no rights to positions during a Reduction in Force.
- District will not pay the cost of insurance coverage. Employees may be eligible to purchase insurance coverage under COBRA or may be eligible for insurance benefits through their retirement system or for pay through a former employer.

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

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



## The Humboldt Schools.

*Motivating achievement since 1906.*

- Following last year of employment prior to retirement and post-retirement re-employment, any sellable accumulated sick leave must be sold back to the District at time of retirement.
- ESI contracted employees are ineligible to take part in District 301 disbursements.
- By application to perform specific duties such as coaching, sponsor, etc. and if not in conflict with the ASRS guidelines, the District may hire and issue appropriate stipends for services to be rendered.
- Contract will be for the same number of days as other District employees working in the same category or classification.
- An allotment of paid leave days equal to one day per month of contract will be granted under this contract. However, for days taken over the allotment, a deduction of per diem pay will be made for each day based on the total days of contract. Leave days not taken will not be paid – “Use or Lose”.
- If paid vacation was a part of the retiree’s previous position, the same number of paid vacation days for a first year employee of that group will become an allotment under this contract. However, vacation days not taken will not be paid – “Use or Lose”.
- After two years of “contracted” employment, the employee may reapply for a position. If hired, the employee would be placed on the salary schedule as a new hire.

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## AGREEMENT FOR EMPLOYEE STAFFING SERVICES

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona this 29<sup>th</sup> day of May, 2013 ("Effective Date"), by and between Humboldt Unified School District No. 22 ("Client"), and Educational Services, Inc., an Arizona corporation ("Contractor").

### RECITALS

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

### AGREEMENT

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

#### 1. Relationship of the Parties

Contractor is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. Contractor agrees that persons performing Services hereunder are not employees of Client. All persons provided by Contractor shall be employees of Contractor. Client has the right to direct and control Workers only to the extent necessary to conduct the Client's business and operations and to comply with licensing and certification

requirements that apply to the Client or to any Worker. In all other respects, Contractor retains full control over the employment, direction, supervision, compensation, discipline, and discharge of all Workers performing Services under this Agreement.

2. Worker

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

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

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

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

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

3. Contractor Employment Agreements

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

4. Term of Agreement

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

5. Non-Appropriation Clause

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

## 6. Termination

- a. Notwithstanding any other provision of this Agreement, Contractor or Client may terminate this Agreement with respect to any or all Workers at any time without cause upon the submission of at least thirty (30) days' written notice to the other party, or for non-appropriation at the end of Fiscal Year for lack of funds.
- b. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any or all Workers by written notice to Contractor upon the occurrence of any of the following:
  - i. A material breach by Contractor or a Worker of any of Contractor's or Worker's obligations under this Agreement or under a Worker's contract of employment.
  - ii. If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her teaching certification or other licensing required for the position for which employed by Contractor revoked or suspended, commits an act or omission which constitutes a breach of the Worker's contract of employment, violation of the policies of the Client applicable to Client's own employees, unprofessional conduct or which adversely affects the reputation of Client.
  - iii. Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her death or permanent disability.
  - iv. If a Worker is unwilling, unable or fails to satisfactorily comply with Client rules, guidelines, policies, procedures and regulations. Termination of the Agreement under this provision shall not occur unless written notice of the alleged non-compliance is first given to Contractor and Contractor fails to cure the non-compliance within ten (10) days following receipt of such written notice. Notwithstanding this notice period, Client may at any time require that any Worker be immediately removed from any Client worksite or assignment. Furthermore, the Client will have complete discretion in deciding whether an employee is immediately terminated for violation of Client policy per subsection 6(b)(ii) or given ten (10) day notice and opportunity to cure the violation per this subsection.
  - v. If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to Contractor.

## 7. Scope of Services

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

- a. Recruit, hire, train, evaluate, replace, supervise, discipline and terminate Workers.
- b. Maintain a recruiting and hiring program that is in compliance with federal and state laws,

rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA") and the Arizona Employment Protection Act ("AEPA").

- c. Maintain a system of statewide personal background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. Contractor shall ensure that all Workers possess all certifications, licenses and qualifications necessary to enable them to perform their assignments.
- d. Maintain a system of evaluation which can be the Client's evaluations.
- e. Maintain a program of supervision that enforces the policies and procedures of the Client and of the Contractor. In order to maintain the program, Contractor may designate one or more on-site Contractor employees as the supervisor and/or Contractor contact that will be responsible for addressing and responding to Workers. The designated on-site supervisor and/or Contractor contact shall be trained by Contractor in regard to (i) applicable workers' compensation laws, (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence and (iv) the policies of the Client regarding its own employees which govern the conduct and performance of Workers under this Agreement. The supervisor and/or Contractor contact shall promptly notify Client of any human-resource-type issue raised by a Worker that may affect Client, such as threats of violence, harassment, discrimination or retaliation.
- f. Provide the Worker with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, anti-retaliation and conduct policies. Contractor will establish a complaint and/or reporting procedure for violations of policies and instruct Workers on the use of the procedure. Contractor shall obtain written acknowledgement from the Worker that s/he has read, understood and agrees to abide by those policies and procedures.
- g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Workers, or ensure Worker participates in similar training provided by the Client. Contractor shall maintain a record of all such training.
- h. Inform the Worker in writing that s/he is employed by Contractor and not employed by the Client.
- i. Inform the Worker in writing that job related illness/injury reports are to be made to the supervisor or Contractor contact and provide information on where and how reports are to be made to the Contractor contact.
- j. Provide the Worker with an Employee Handbook that will identify and explain Contractor's policies and procedures, as well as the policies and procedures of the Client that will be

followed during the course of the Worker's employment with Contractor.

- k. Inform the Worker in writing that other than the liability indemnity protection specifically delineated in this Agreement the only salary, wages and benefits the Worker will receive will be from Contractor, and that the Worker is not entitled to any benefits from Client.
- l. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client. **Hourly employees will not be allowed to accrue comp time and will be paid at overtime rate, 1 ½ times their regular hourly rate for any hours worked over 40 hours in a work week. The ESI work week runs from Sunday through Saturday.**
- m. Be responsible for the quality, adequacy and safety of the services provided by Workers pursuant to this Agreement, and the acts, errors or omissions of Workers at all times.
- n. Be responsible for, and hold the Client harmless from, claims of Workers arising from any act, error or omission of Contractor allocated to Contractor or shared by Contractor and Client under this Agreement.
- o. The Contractor shall perform all other responsibilities with respect to Workers otherwise required of an employer and not assumed by Client pursuant to this Agreement.

#### 8. Approval of Supplied Workers

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

#### 9. Service Fees

Client will pay Contractor a service fee in accordance with the Fee Schedule, attached as **Exhibit B**. Contractor may adjust the service fee for statutory increases in payroll taxes and insurance, including but not limited to increases in FICA (OASDI/Medicare), federal or state unemployment taxes (but not for increases in income taxes of Contractor), workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., and other insurance premiums (excluding increases in premiums for liability insurance carried by Contractor), or any changes in job functions or positions of Workers, and any such adjustments will be effective on the date of the increase or change. No up front payment required by members with signed purchase order. Any invoices not paid by the due date, 30 days from the date of invoice, will be charged an 8% late fee.

#### 10. Workers' Compensation

- a. Except as otherwise provided in this Agreement, Contractor will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Contractor shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 each accident and \$500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer. Contractor shall, upon Client's request, upon termination of this Agreement, provide to Client records regarding the loss experience for workers' compensation insurance provided to Workers pursuant to this Agreement.
- b. Client and Contractor understand, agree, and acknowledge that no individual will be covered by Contractor's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
- c. Client understands, agrees, and acknowledges that the workers' compensation insurance that Contractor will provide under this Agreement will only cover individuals who are listed on the Contractor's roster of Workers provided to the Client as set forth in Section 2 of this Agreement, and that such Contractor's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

#### 11. Client's Liability Insurance

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

#### 12. Contractor's Liability Insurance

Contractor shall maintain in full force and effect at all times during the term of this Agreement

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

### 13. Administration

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

### 14. Safe Work Environment

- a. Contractor and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.
- b. Contractor will provide or ensure that all Workers use personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

- c. Contractor or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. Contractor reserves the right to audit safety activities. Contractor or its insurers may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log). Neither the Contractor's insurer nor Contractor warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

#### 15. Supervision

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

#### 16. Indemnification

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

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

**17. Adjudication of Agreement**

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

**18. Modification or Waiver of Agreement**

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

**19. Notices**

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

Contractor: 21819 N. Scottsdale Road Suite 100, Scottsdale, AZ 85255

Client: 6411 N Robert Rd., Bldg 100, Prescott Valley AZ 86314

**20. No Rule of Strict Construction**

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

**21. Headings**

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

**22. Counterparts**

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

23. Choice of Forum

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

24. Arbitration

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

25. Governing Law

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

26. Validity

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

27. Cancellation for Conflict of Interest

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

28. Mandatory Sudan and Iran Provision

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

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

**\*\*\*Please note: Due to the Patient Protection and Affordable Care Act (PPACA), this Client Services Agreement will be revised during the 2013-2014 fiscal year.**

DATED this \_\_\_\_ day of \_\_\_\_, 20\_\_

**Humboldt Unified School District No., 22**

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED this 29<sup>th</sup> day of May, 2013

Educational Services Inc.

By: Phil Tavasi

Its: President

## EXHIBIT B

### COMPENSATION AGREEMENT

The undersigned agrees to perform the services each period described in the Client Service Agreement between Educational Services Incorporated and **Humboldt Unified School District No. 22** for a total administration fee as shown below and in accordance with (please check one):

**JULY 1, 2013 TO JUNE 30, 2014**

☒ **1 Government Procurement Alliance (1 GPA Contract No. 12-13)**

- ☐ Standard Fee: 3.50% of gross salary
- ☐ Volume Discount Tier I (25+ leased employees): 3.25% of gross salary
- ☐ Volume Discount Tier II (50+ leased employees): 3.00% of gross salary
- ☐ Multiple-Year Discount (Returning ESI employee 1+ year): 3.00% of gross salary
- ☐ District may pass all or any portion of the fee to leased employee.

☒ **Mohave Educational Services Cooperative (Mohave Contract No. 12E-ESI-0517)**

- ☐ 1.00% fee to District
- ☐ Standard Fee to Employee: 2.50% of gross salary
- ☐ Volume Discount to Employee (50+ leased employees): 2.00% of gross salary
- ☐ High Salary Discount to Employee (\$80,000+ annual salary): 2.00% of gross salary
- ☐ The district is always charged a 1.00% fee. The variable fee is what we will charge the employee. Discounts do not stack.

☒ **Strategic Alliance for Volume Expenditures (SAVE Contract No. 14-06MP)**

- ☐ Standard Fee: 4.00% of gross salary
- ☐ Volume Discount Tier I (25+ leased employees): 3.50% of gross salary
- ☐ Volume Discount Tier II (50+ leased employees): 3.00% of gross salary
- ☐ District may pass all or any portion of the fee to leased employee.

AGENCY NAME: Educational Services, Inc.  
21819 N. Scottsdale Road Suite 100  
Scottsdale, AZ 85255

Phil Tavasci  
Signed By  
President  
Title

May 29, 2013  
Date  
(928) 634-7639 (928) 634-5639  
Telephone Fax

## EXHIBIT C

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

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

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

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



# CONSENT

## Item 8G.

# Gifts & Donations

## **GIFTS & DONATIONS**

Heights Church – Samaritan's Cupboard Group (Heather Seets)  
2121 Larry Caldwell Drive, Prescott  
Donated 16 boxes of school supplies  
With the donor's value of \$2,500  
To be distributed to each school by the HUSD Family Resource Center

Wildflower Bread Company – Jake Smith  
3250 Gateway Blvd, Suite 424, Prescott  
Donated a \$20 gift card  
To Glassford Hill Middle School

Albertson's Grocery Store – Tom Chase  
7450 S. Hwy 69, Prescott Valley  
Donated five cases of water  
With the donor's value of \$20  
To be used at Glassford Hill Middle School

Walmart - Justin  
3050 E. Hwy 69, Prescott  
Donated a \$50 gift card  
To Glassford Hill Middle School

Safeway Grocery Store – Willie Roberts  
7720 E. Hwy 69, Prescott Valley  
Donated a \$25 gift card  
To Glassford Hill Middle School

Texas Roadhouse Restaurant – Jason Davis  
3310 Gateway Blvd., Prescott  
Donated a \$30 gift card  
To Glassford Hill Middle School

McDonalds – Katelynn Carroll  
7500 E. Hwy 69, Prescott Valley  
Donated a \$15 gift card  
To Glassford Hill Middle School

ACE Hardware – Jennifer Hysell  
7211 E. 1<sup>st</sup> Street, Prescott Valley  
Donated a bike helmet, sunglasses, Maglites, a remote control jeep, and a Spirit grill  
With the donor's value of \$430  
To be used at Glassford Hill Middle School

Olive Garden – Greg Hill  
3060 Hwy 69, Prescott  
Donated a \$20 gift card  
To Glassford Hill Middle School

Freedom Station – Joe Johnson  
2992 N. Park Avenue, Prescott Valley  
Donated a gift certificate for three event activities  
With the donor's value of \$15  
To Glassford Hill Middle School

Bradshaw Mountain High School – Mark Ernster  
6000 E. Long Look, Prescott Valley  
Donated two Athletic Family Passes  
With the donor's value of \$30  
To Glassford Hill Middle School

Olivas' Restaurant – Eileen Olivas  
8370 E. Hwy 69, Prescott Valley  
Donated chips and salsa  
With the donor's value of \$15  
To Glassford Hill Middle School

Leff-T's Steakhouse & Grill – Daryl & Raven Davis  
150 S. Hwy 69, Dewey  
Donated a \$25 gift card  
To Glassford Hill Middle School

Engrained Cabinetry & Countertops – Nick Vanderhayden  
550 N. 6<sup>th</sup> Street, Prescott  
Donated five wall cabinets  
With the donor's value of \$250  
For use at Granville Elementary School

Prescott Elks Lodge #330 B.P.O.E. – Dick Colvin  
P.O. Box 27199, Prescott Valley  
Took 40 HUSD elementary students shopping at Wal-Mart  
For school clothes and shoes  
The donor's value is \$4,000 (\$100 per student)

Emmanuel Lutheran Church – Mary Jensen  
7763 E. Long Look Drive, Prescott Valley  
Donated backpacks and school supplies  
With the donor's value of \$1,500  
To be distributed to HUSD students through the Family Resource Center

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

2. The second part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

3. The third part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

4. The fourth part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

5. The fifth part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

# DISCUSSION

## Item 9A.

## Ed. Svc. Update

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 9A  
FROM: Danny Brown, Director of Federal Programs/School Improvement Reading  
DATE: October 1, 2013 Discuss X  
SUBJECT: Educational Services Update Action  
Consent

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OBJECTIVE: Goal #4: Attract and Retain Highly Effective Employees

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### **SUPPORTING DATA:**

The Educational Services update will include the following:

- Professional Development
- Partnerships with AZ K-12 Center and AZ Science Center
- AdvancED Accreditation

### **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 9B.

# Bond & Capital Projects

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **98**  
FROM: Cynthia Windham, Finance Director Reading X  
DATE: October 1, 2013 Discuss X  
SUBJECT: B-Bond Projects and Long-Range Capital Plans Action

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OBJECTIVE: Goal # Planning for Future Student Needs

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### BACKGROUND INFORMATION:

Per A.R.S. 15.491 (k), the District is required to provide the public an update on the District's bond and capital projects annually between September 1 and October 31. In compliance with this requirement, the following information is provided.

### SUPPORTING DATA:

#### BOND:

The attached document summarizes the various B-Bond projects undertaken by the District and the status of each, through June 30, 2013.

The following summarizes the current expenditures and obligations identified to-date, in the following categories:

|                                               |              |
|-----------------------------------------------|--------------|
| Improve Athletic/Playground Facilities:       | \$ 8,687,910 |
| Renovations/Upgrade to Existing Schools       | \$ 8,566,630 |
| Construction of Additions to Existing Schools | \$14,282,130 |
| Pupil Transportation                          | \$ 2,923,937 |
| Transportation Facility                       | \$ 4,992,599 |

The overall combined unencumbered/unexpended budget capacity is currently \$1,546,794 and the applicable capacity per category is attached.

As determined by the B-Bond Committee at their October 4, 2012 meeting, prioritization of remaining B-Bond funds is as follows:

- Priority 1 – Health/Safety
- Priority 2 – Upgrade/Extend Life (as needed based on Capital Replacement Plan)
- Priority 3 - Other

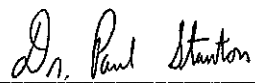
#### CAPITAL:

The District has established a data base that identifies capital items in need of replacement. See attached schedule.

This data base includes projected replacement costs and the useful life of items in the following areas: Building/Grounds; Food Service; Special Systems; Technology and Transportation.

This report will serve as a planning tool during the annual budgeting process.

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

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

# EXPENDITURE OF PROCEEDS: Expenditure Limits

- **Restricted to amounts within each category**

- Exception: 10% (\$4,100,000) of total may be used for general capital expenses (any and all covered by ballot) including cost overruns

**Total 10%  
Leeway:  
\$41,000,000 x  
10% = \$4,100,000**

| Proposed Capital Improvement                                                                     | Estimated Cost | Actual Spent <sup>(1)</sup><br>(Rounded) | Spendable/<br>(Overruns) |
|--------------------------------------------------------------------------------------------------|----------------|------------------------------------------|--------------------------|
|                                                                                                  | \$12,284,000   | \$8,687,910                              | \$3,596,090              |
| <b>2</b> - Renovate and upgrade existing schools, including site and infrastructure improvements | 6,573,000      | 8,566,630                                | (1,993,630)              |
|                                                                                                  | 12,690,000     | 14,282,130                               | (1,592,130)              |
| <b>4</b> - Purchase pupil transportation vehicles                                                | 2,925,000      | 2,923,937                                | 1,063                    |
| <b>5</b> - Construct transportation facility                                                     | 6,528,000      | 4,992,599                                | 1,535,401                |
| Total:                                                                                           | \$41,000,000   | \$39,453,206                             |                          |

(1) Amounts provided by District.

# EXPENDITURE OF PROCEEDS: Expenditure Limits

## Proceeds

|              |                             |
|--------------|-----------------------------|
| \$41,000,000 | Estimated Total Cost        |
| - 39,453,206 | Actual Spent <sup>(1)</sup> |
| \$1,546,794  | Amount Remaining            |
| - 514,240    | 10% Leeway Remaining        |
| \$1,032,554  |                             |

## 10% Leeway

|               |                      |
|---------------|----------------------|
| \$4,100,000   | 10% Leeway           |
| (1,993,630)   | Overrun in           |
| + (1,592,130) | Overrun in ③         |
| \$514,240     | 10% Leeway Remaining |

Restricted to use in

① ⑤

All \$1,546,794 Up to \$1,535,401  
could be used here could be used here

Unrestricted - may be used for general capital expenses including:

More cost overruns in

Anything covered by ballot

Any cost overruns in

① ⑤

③

④

**BOND BUDGET UPDATE**  
**BY CATEGORY**

FY 12-13 FINAL

Includes SFB Revenue Offset

| BOOKED        | CATEGORY | Improvement to  | STATUS                                     | PAID/ENCUM                         | Remaining Budget Balance |
|---------------|----------|-----------------|--------------------------------------------|------------------------------------|--------------------------|
| FY 07/08      | BMMS     | HUDS            | Scoreboards                                | 35,332.17                          |                          |
| FY 07/08      | BMMS     | CA 08           | Complete                                   | 142,452.38                         |                          |
| FY 07/08      | BMMS     | CA 09           | Baseball Field                             | 178,164.22                         |                          |
| Add-On        | BMMS     | CA 13           | Field Lighting                             | 735,891.27                         |                          |
| FY 07/08      | GES      | HUDS            | Athletic Improvement                       | 28,106.74                          |                          |
| Add-On        | HES      | HUDS            | Play Area Structures                       | 96,792.66                          |                          |
| FY 08/09      | HES      | HUDS            | Gym Flooring                               | 118,457.91                         |                          |
| Add-On        | BMHS/W   | CA 06           | Gym Roof                                   | 428,184.99                         |                          |
| FY 07/08      | BMHS/W   | CA 07           | Bleachers                                  | 218,354.48                         |                          |
| FY 08/09      | BMHS/W   | CA 15           | Field Lighting                             | 2,139,767.35                       |                          |
|               | PRONG    | Cancel          | Athletic Improvement                       | 31,176.44                          |                          |
| FY 09-10      | BMHS/W   | Artificial Turf | Athletic Improvement                       | 1,918,081.99                       | (After Transfer)         |
| FY 09-10      | LTS      | Playground      | Athletic Improvement                       | 557,261.95                         |                          |
| FY 08/09      | BMHS/E   | Cancel          | Athletic Improvement                       | 90,518.53                          | (After Transfer)         |
| FY 09-10      | BMHS-W   | CA 32           | Soccer Field/Lights                        | 177,002.00                         |                          |
| FY 08/09      | CSE      | HUDS            | Playground Improvements                    | 45,806.03                          |                          |
| FY 08/09      | HES      | HUDS            | Playground Improvements                    | 43,350.32                          |                          |
| FY 09-10      | LVE      | HUDS            | Playground Improvements                    | 50,810.54                          |                          |
| FY 09-10      | MVE      | HUDS            | Playground Improvements                    | 59,727.94                          |                          |
| FY 09/09      | BFPS     | HUDS            | Playground Improvements                    | 14,336.29                          |                          |
|               | E/MS     |                 | Playground/Water Fountains                 | 15,850.13                          |                          |
| BMHS-W        |          | 7100            | Playground/Water Fountains                 | 21,000.00                          |                          |
| BMHS-W        |          | 7101            | Soccer Field Completion                    | 90,000.00                          |                          |
| BMHS-W        |          | 7102            | Upgrade Practice Football                  | 383,435.70                         |                          |
| BMHS-W        |          | 7104            | Aquatics Center                            | 28,327.06                          |                          |
| BMHS-W        |          | 7105            | Scoreboards                                | -                                  |                          |
| BMHS-W        |          | 9206/06         | Bleachers                                  | 2,470.00                           |                          |
| GHMS          |          | 9501/20         | Fencing/Gates                              | 33,800.00                          |                          |
| HES           |          | 9506/11         | Playground/Field Improv                    | 45,850.00                          |                          |
| CSE           |          | 9506/31         | Playground/Field Improv                    | 8,198.86                           |                          |
| BMHS-W        |          | 9506/52         | Foul Pole-In-Field Turf Repair             | 2,081.48                           |                          |
| BMHS-E (Pres) |          |                 | Playground Improve                         | 15,144.70                          |                          |
| BMHS-W        |          | 1313            | New Lockers                                | 8,654.46                           |                          |
| BMHS-W        |          | 1312            | Wrestling Room - Sports Deck Inst          | 18,856.52                          |                          |
| BMMS          |          | 1309            | Gym Floor - Retro                          | 3,409.00                           |                          |
| LTS           |          | 1310            | Playground Fencing                         | 3,266.00                           |                          |
| BMHS-W        |          | 1329            | Training Room/Gym Entrance                 | 6,235.00                           |                          |
| BMMS          |          | 1318            | Lighting for Field                         | 17,647.00                          |                          |
| LTS           |          | 1328            | Playground Turf                            | 39,860.00                          |                          |
| GES           |          | 1308            | Playground Drainage Turf                   | 24,377.60                          | CIP                      |
| GES           |          | 1327            | P.E. Track - Addition                      | 150,000.00                         |                          |
| BMHS-W        |          | 1279            | Artificial Turf Replace - Reserve/Track    | 180,000.00                         |                          |
| BMHS-W        |          | 1287            | Artificial Turf Replace - Reserve/Baseball | 480,000.00                         |                          |
| BMHS-W        |          | 1288            | Artificial Turf Replace - Reserve/Football |                                    |                          |
|               |          |                 |                                            | 8,687,909.87                       | 8,687,909.87             |
|               |          |                 |                                            | 8,687,909.87                       | 8,687,909.87             |
|               |          |                 |                                            | 3,596,090.13                       | 29% Available            |
|               |          |                 |                                            | Available Budget Balance - To Date |                          |

**Remaining Budget  
Balance**

@2%

BUDGET BY CATEGORY - FY 12-13 Final.xlsx

6,573,000.00

CATEGORY 2 - Renovate and Upgrade Existing Schools, Including Site and Infrastructure Improv

PAID/ENCUM  
STATUS

Remaining Budget  
Balance

|          |                                          |           |            |
|----------|------------------------------------------|-----------|------------|
| LVE      | 7213 VOT Foyer/Gym                       | Complete  | 22,650.00  |
| GMHS     | 7214 Restroom Remodel                    | Complete  | 9,950.00   |
| MVES     | 7215 Modular Remodel (Sped)              | Complete  | 25,104.00  |
| BMMS     | 9101/19 Re-Roofing                       | Complete  | 10,000.00  |
| LVE      | 9102/21 Parking Lot Upgrade              | Complete  | 73,300.00  |
| GMHS     | 9102/21 Parking Lot Upgrade              | Complete  | 10,000.00  |
| BMHS     | 9103/05 HVAC                             | Complete  | 73,000.00  |
| MVES     | 9103/24 HVAC                             | Complete  | 9,517.00   |
| GMHS     | 9103/47 HVAC                             | Complete  | 14,224.00  |
| CSES     | 9103/49 HVAC                             | Complete  | 7,357.43   |
| BMMS     | 9105/16 Classroom Carpeting              | Complete  | 13,375.59  |
| LVE      | 9105/23 Hallway Flooring                 | Complete  | 17,960.00  |
| MVE      | 9105/40 Carpeting/Office + 10 Classrms   | Complete  | 30,182.94  |
| HES      | 9107/46 Replace Rstrm Eq/Waterless, etc. | Complete  | 22,700.00  |
| BMMS     | 9108/07 Retro-Fit Lighting               | Complete  | 98,662.00  |
| HES      | 9108/10 Retro-Fit Lighting               | Complete  | 53,232.00  |
| BMHS/W   | 9108/45 Energy Mgmt System               | Complete  | 242,660.00 |
| MVE      | 9110/13 Exterior Paint                   | Complete  | 29,382.00  |
| BMHS-E   | 9110/51 Rust Remediation/Paint           | Complete  | 20,653.00  |
| DISTWIDE | 9111/01 Infrastructure IT Cabling        | Complete  | 754,355.00 |
| CSES     | 9204/48 Fire Sprinkler                   | Complete  | 5,579.99   |
| BMHS-E   | 9204/49 Fire Sprinkler                   | Complete  | 8,044.66   |
| BMHS-E   | 114/1304 Rust Remediation/Paint          | CIP 12-13 | 30,376.80  |
| GMHS     | 1289 Roofing Retro - So. Entrance        | Complete  | 11,151.00  |
| DO (OLD) | 629 Parking Lot Upgrade                  | Complete  | 7,732.00   |
| BMHS-W   | 1315 Restroom Remodel                    | Complete  | 16,776.00  |
| BMHS-W   | 1314 Facia Retro                         | Complete  | 32,179.00  |

8,566,630.11

8,566,630.11

Available Budget Balance - To Date

(1,993,630.11)  
-30%

| CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS |          |                          |        |        | FY 12-13      |                          |
|--------------------------------------------------|----------|--------------------------|--------|--------|---------------|--------------------------|
|                                                  |          |                          |        |        | PAD/ENCUM     | Remaining Budget Balance |
| FY 07/08                                         | STATUS   |                          |        |        |               |                          |
| Add-On                                           | Complete | Classroom Fire Alarm     | HUSD   | GES    | 5,291.28      |                          |
| FY 07/08                                         | Complete | Classrooms               | CA 11  | GES    | 665,032.62    |                          |
| FY 08/09                                         | Complete | Casework/Sinks           | HUSD   | GES    | 19,064.11     |                          |
| FY 08/09                                         | Complete | Classroom Fire Alarm     | HUSD   | HES    | 31,480.57     |                          |
| FY 08/09                                         | Complete | Fire Protection          | CA 18  | HES    | 415,008.44    |                          |
| FY 08/09                                         | Complete | Classroom/Media          | CA 19  | HES    | 2,165,661.51  |                          |
| FY 09-10                                         | Complete | Classrooms               | CA 12  | LTS    | 1,475,361.07  |                          |
| FY 09-10                                         | Complete | Multi-Use Facility       | CA 30  | LTS    | 4,522,119.49  |                          |
| FY 09-10                                         | Complete | Multi-Use (Demo portion) | CA 30  | LTS    | 402,028.98    |                          |
| FY 08/09                                         | Complete | Classroom Fire Alarm     | HUSD   | LVES   | 3,007.76      |                          |
| FY 08/09                                         | Complete | Classrooms               | CA 10  | LVES   | 575,237.33    |                          |
| FY 08/09                                         | Complete | Performing Arts          | CA 16  | BMHS/W | 2,366,390.39  |                          |
|                                                  | Cancel   | Dance Room               | Cancel | BMHS/E | 5,485.97      |                          |
|                                                  | Complete | 7300 New Classrooms      |        | LTS    | 1,629,970.03  |                          |
|                                                  |          |                          |        |        | 14,282,129.55 | 14,282,129.55            |
|                                                  |          |                          |        |        |               | 14,282,129.55            |
|                                                  |          |                          |        |        |               | (1,592,129.55)           |
|                                                  |          |                          |        |        |               | -13%                     |

Prorated Cat @98%

| CATEGORY 4 - Public Transportation   |         |              |                         | PAID/ENCUM           | STATUS              | Remaining Budget Balance               | 2,923,937.14  |
|--------------------------------------|---------|--------------|-------------------------|----------------------|---------------------|----------------------------------------|---------------|
| Add Buses                            | TRANSP. | HUSD         | Buses                   | 2,923,937.14         | Complete            |                                        | 2,923,937.14  |
|                                      |         |              |                         | 2,923,937.14         |                     |                                        | 1,062.86      |
|                                      |         |              |                         |                      |                     | Available Budget Balance - To Date     | 0% Avail      |
| CATEGORY 5 - Transportation Facility |         |              |                         | PAID/ENCUM           | STATUS              | Remaining Budget Balance               | 6,528,000.00  |
| FY 09-10                             | BMH/SE  |              | Transportation Facility | 4,992,599.04         | Complete            |                                        | 4,992,599.04  |
|                                      |         |              |                         | 4,992,599.04         |                     |                                        | 1,535,400.96  |
|                                      |         |              |                         |                      |                     | Available Budget Balance - To Date     | 24% Avail     |
|                                      |         |              |                         |                      |                     | Total Bond Proceeds                    | 41,000,000.00 |
|                                      |         |              |                         |                      |                     | Total Expended/Committed - To Date     | 39,453,205.71 |
|                                      |         |              |                         |                      |                     | SFB Refund                             | proj 7200     |
|                                      |         |              |                         |                      |                     | Total Projected Unencumbered - To Date | 1,606,061.11  |
|                                      |         |              |                         |                      |                     |                                        | 4%            |
| RECAP OF REMAINING CAPACITY          |         |              |                         | RECONCILING ITEM/ADJ |                     |                                        |               |
| Unrestricted Use After Cost Overruns |         | 514,240.34   | As of June 30, 2013     | FY 06-07             |                     | 1,329,672.52                           |               |
|                                      |         |              |                         | FY 07-08             |                     | 10,422,488.16                          |               |
|                                      |         |              |                         | FY 08-09             |                     | 17,631,639.01                          |               |
| Restricted Use After Cost Overruns   |         | 1,032,553.95 | As of June 30, 2013     | FY 09-10             |                     | 4,547,101.63                           |               |
|                                      |         |              |                         | FY 10-11             |                     | 2,882,062.57                           |               |
| Capacity Remaining                   |         | 1,546,794.29 |                         | FY 11-12             |                     | 1,082,233.47                           |               |
|                                      |         |              |                         | FY 12-13             |                     | 747,137.72                             |               |
|                                      |         |              |                         |                      |                     | 38,642,355.08                          |               |
|                                      |         |              |                         |                      | Expended/Encumbered | 38,642,355.08                          |               |
|                                      |         |              |                         |                      | Project Sheets      | 39,453,205.71                          |               |
|                                      |         |              |                         |                      | Reconciling Item    | (810,850.63)                           |               |
|                                      |         |              |                         |                      | Reserve for Turf    | 810,000.00                             |               |
|                                      |         |              |                         |                      | Reconciling Item    | (850.63)                               |               |

HUMBOLDT UNIFIED SCHOOL DISTRICT  
FIVE-YEAR CAPITAL PLAN 2014 - 2018

2018

|      |      |                         |                  |                    |                   |
|------|------|-------------------------|------------------|--------------------|-------------------|
| 1555 | 2018 | Bradshaw Mtn. High West | Servers          | \$4,000.00         | 349 - Forest Fees |
| 1556 | 2018 | Liberty Traditional     | Servers          | \$4,000.00         | 349 - Forest Fees |
| 1507 | 2018 | Tech/District Level     | Server - Upgrade | \$4,000.00         | 349 - Forest Fees |
| 1499 | 2018 | Granville Elementary    | Server - Upgrade | \$4,000.00         | 349 - Forest Fees |
| 1557 | 2018 | Bradshaw Mtn. Middle    | Server - Upgrade | \$4,000.00         | 349 - Forest Fees |
| 1558 | 2018 | District Office         | Server - Upgrade | \$4,000.00         | 349 - Forest Fees |
| 1559 | 2018 | Tech/District Level     | Wireless         | \$25,000.00        | 349 - Forest Fees |
| 1560 | 2018 | Tech/District Level     | Wireless Cabling | \$15,000.00        | 349 - Forest Fees |
| 1561 | 2018 | Tech/District Level     | Misc Cabling     | \$20,000.00        | 349 - Forest Fees |
|      |      |                         |                  | <b>\$84,000.00</b> |                   |

|      |      |                                 |                                       |                     |                      |
|------|------|---------------------------------|---------------------------------------|---------------------|----------------------|
| 1460 | 2018 | Bradshaw Mountain Middle School | Replacement Tilt Skillet.             | <b>\$15,000.00</b>  | 510 - Food Service   |
| 1562 | 2018 | Tech/District Level             | Classroom Technology                  | <b>\$80,000.00</b>  | 570 - Indirect Costs |
| 1293 | 2018 | Bradshaw Mountain High East     | Classroom Equipment for 500 students  | \$233,000.00        | 610 - Capital        |
| 1563 | 2018 | Tech/District Level             | Computers                             | \$9,000.00          | 610 - Capital        |
| 1564 | 2018 | Tech/District Level             | Servers/Storage/Backup                | \$20,000.00         | 610 - Capital        |
| 1565 | 2018 | Tech/District Level             | Battery Backups                       | \$6,000.00          | 610 - Capital        |
| 1566 | 2018 | Tech/District Level             | Projectors                            | \$50,000.00         | 610 - Capital        |
| 1567 | 2018 | Information Tech                | Vehicles                              | \$35,000.00         | 610 - Capital        |
| 1395 | 2018 | Transportation                  | Replacement Unit 93/1 (201182) - 84 p | \$140,000.00        | 610 - Capital        |
| 1396 | 2018 | Transportation                  | Replacement Unit 93/2 (201181) - 84 p | \$140,000.00        | 610 - Capital        |
|      |      |                                 |                                       | <b>\$633,000.00</b> |                      |

|      |      |                           |                                   |             |            |
|------|------|---------------------------|-----------------------------------|-------------|------------|
| 236  | 2018 | Lake Valley Elementary    | Intercom - Upgrade                | \$30,000.00 | 610 - DSCS |
| 1503 | 2018 | Lake Valley Elementary    | Servers - Upgrade.                | \$4,000.00  | 610 - DSCS |
| 1500 | 2018 | Mountain View Elementary  | Server - Upgrade                  | \$4,000.00  | 610 - DSCS |
| 350  | 2018 | Coyote Springs Elementary | Phone System - Upgrade.           | \$35,000.00 | 610 - DSCS |
| 1501 | 2018 | Coyote Springs Elementary | Server - Upgrade                  | \$4,000.00  | 610 - DSCS |
| 1502 | 2018 | Coyote Springs Elementary | Intercom System - Upgrade.        | \$30,000.00 | 610 - DSCS |
| 1506 | 2018 | Glassford Hill MS         | Servers - Upgrade.                | \$4,000.00  | 610 - DSCS |
| 564  | 2018 | Glassford Hill MS         | Security & Fire Alarm Systems.    | \$50,000.00 | 610 - DSCS |
| 768  | 2018 | Humboldt Elementary       | Replacement HVAC at Classroom 17. | \$7,000.00  | 610 - DSCS |

# 2018

## HUMBOLDT UNIFIED SCHOOL DISTRICT FIVE-YEAR CAPITAL PLAN 2014 - 2018

|      |      |                                 |                                         |                       |                         |
|------|------|---------------------------------|-----------------------------------------|-----------------------|-------------------------|
| 769  | 2018 | Humboldt Elementary             | Replacement HVAC at Classroom 16.       | \$7,000.00            | 610 - DSCS              |
| 821  | 2018 | Humboldt Elementary             | Replacement 1998 HVAC System and        | \$30,000.00           | 610 - DSCS              |
| 1568 | 2018 | Humboldt Elementary             | Intercom - Upgrade                      | \$30,000.00           | 610 - DSCS              |
| 1569 | 2018 | Humboldt Elementary             | Server - Upgrade                        | \$4,000.00            | 610 - DSCS              |
|      |      |                                 |                                         | <b>\$239,000.00</b>   |                         |
| 1570 | 2018 | Tech/District Level             | PARCC 1:1 Technology                    | <b>\$1,400,000.00</b> | 610- DSCS 1:1           |
| 1279 | 2018 | Bradshaw Mountain High West     | Resurface Track.                        | \$150,000.00          | 630 - Bond - Restricted |
| 1287 | 2018 | Bradshaw Mountain High West     | Turf Replacement-Baseball.              | \$180,000.00          | 630 - Bond - Restricted |
| 1288 | 2018 | Bradshaw Mountain High West     | Turf Replacement-Football.              | \$480,000.00          | 630 - Bond - Restricted |
|      |      |                                 |                                         | <b>\$810,000.00</b>   |                         |
| 107  | 2018 | Bradshaw Mountain High East     | Restroom upgrades and plumbing.         | \$7,000.00            | 999 - TBD               |
| 108  | 2018 | Bradshaw Mountain High East     | Asphalt/concrete upgrades Main Parkir   | \$50,000.00           | 999 - TBD               |
| 112  | 2018 | Bradshaw Mountain High East     | Upgrades asphalt surfaces and concre    | \$50,000.00           | 999 - TBD               |
| 1092 | 2018 | Bradshaw Mountain Middle School | Plumbing Upgrades - Staff and Student   | \$7,500.00            | 999 - TBD               |
| 1095 | 2018 | Bradshaw Mountain Middle School | Upgrade Interior/Exterior Surfaces and  | \$7,500.00            | 999 - TBD               |
| 1108 | 2018 | Bradshaw Mountain Middle School | Retrofit Student Lockers, handles, door | \$25,000.00           | 999 - TBD               |
| 1117 | 2018 | Bradshaw Mountain Middle School | Retrofit Student Lockers, doors, handle | \$25,000.00           | 999 - TBD               |
| 1055 | 2018 | Bradshaw Mountain Middle School | Replacement Roofing.                    | \$7,500.00            | 999 - TBD               |
| 1060 | 2018 | Bradshaw Mountain Middle School | Replacement HVAC at 501.                | \$7,000.00            | 999 - TBD               |
| 1061 | 2018 | Bradshaw Mountain Middle School | Replacement HVAC at 503.                | \$7,000.00            | 999 - TBD               |
| 1062 | 2018 | Bradshaw Mountain Middle School | Replacement HVAC at 504.                | \$7,000.00            | 999 - TBD               |
| 1067 | 2018 | Bradshaw Mountain Middle School | Roofing Replacement.                    | \$7,500.00            | 999 - TBD               |
| 184  | 2018 | Granville Elementary            | Replacement exterior asphalt to include | \$150,000.00          | 999 - TBD               |
| 111  | 2018 | Transportation                  | Upgrade exterior surfaces and includin  | \$10.00               | 999 - TBD               |
| 181  | 2018 | Transportation                  | Outdoor lighting replacement.           | \$10,000.00           | 999 - TBD               |
| 1085 | 2018 | Bradshaw Mountain Middle School | General Upgrades Modular Band Build     | \$25,000.00           | 999 - TBD               |
|      |      |                                 |                                         | <b>\$393,010.00</b>   |                         |



# **DISCUSSION**

## **Item 9C.**

# **Policy Advisories**

## **476 – 489**

### **First Reading**

# HUMBOLDT UNIFIED SCHOOL DISTRICT

|            |                                                                                     |         |    |
|------------|-------------------------------------------------------------------------------------|---------|----|
| TO:        | Humboldt Unified School District Governing Board                                    | Item #  | 9C |
| FROM:      | Paul Stanton, Superintendent                                                        | Reading | X  |
| DATE:      | October 1, 2013                                                                     | Discuss | X  |
| SUBJECT:   | Policy Review-First Reading of Policy Advisories: # 476<br>- 492 (various sections) | Action  |    |
| <hr/>      |                                                                                     |         |    |
| OBJECTIVE: | Board Governance                                                                    |         |    |
| <hr/>      |                                                                                     |         |    |

## **SUPPORTING DATA:**

To insure compliance with State Statutes the attached Policy Advisories (476 - 492) have been submitted by the Arizona School Boards Association (ASBA) relating to Section B – Board Governance, Section C – General School Administration, Section D – Fiscal Management, Section E – Support Services, Section G – Personnel, Section I – Instruction, Section J – Students, and Section K – Community Relations for Board review.

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

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

*(Person Responsible: BP-Ben Peters, CW-Cynthia Windham, DB-Danny Brown, DS-Dan Streeter, MD-Mary Diaz, PS-Paul Stanton)*

|    |     |        |                                                               |
|----|-----|--------|---------------------------------------------------------------|
| MD | 476 | BEDB   | Agenda                                                        |
| PS | 477 | CBCA   | Delegated Authority                                           |
| PS | 478 | CBI    | Evaluation of Superintendent                                  |
| PS | 479 | CM     | School District Annual Report                                 |
| CW | 480 | DJE    | Bidding/Purchasing Procedures                                 |
|    |     | DJE-R  | √                                                             |
|    |     | DJE-E  | √                                                             |
| PS | 481 | EBBA   | Reporting of Hazards/Warning Systems                          |
| PS | 482 | EBBB   | Accident Reports                                              |
| PS | 483 | EBC    | Emergencies                                                   |
| DS | 484 | GBI    | Staff Participation in Political Activities                   |
| DS | 485 | GCFC   | Professional Staff Certification & Credentialing Requirements |
| DB | 486 | IHB-R  | Special Instructional Programs                                |
| DB | 487 | IMG    | Animals in Schools                                            |
| DB | 488 | JLCB   | Immunization of Students                                      |
| DB | 489 | JLCD   | Medicines/Administering Medicines to Students                 |
|    |     | JLCD-R | √                                                             |
| DB | 490 | JLF    | Reporting Child Abuse/Child Protection                        |
|    |     | JLF-R  | √                                                             |
| DS | 491 | KHA    | Public Solicitations in Schools                               |
| DS | 492 | GBED   | Smoking by Staff Members                                      |
| DB |     | JICG   | Tobacco Use by Students                                       |
| DS |     | KFAA   | Smoking on School Premises at Public Functions                |

## **SUMMARY & RECOMMENDATION:**

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

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

HUSD director's summaries and recommendations are included and located at the front of each individual advisory. The Second Reading will be included on a future meeting agenda.

Upon approval these policies/regulations/exhibits will become effective immediately and will be added to the current Policy Manual.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

*Questions should be directed to the person responsible as indicated above:*

Ben Peters – 759-5145  
Cynthia Windham – 759-4000  
Danny Brown – 759-4000  
Dan Streeter – 759-4000  
Mary Diaz – 759-5007  
Paul Stanton – 759-5007

# **POLICY SERVICES ADVISORY**

Volume 25, Number 4

August 2013

|                               |                                                                                                                       |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Policy Advisory No. 476 ..... | BEDB — Agenda                                                                                                         |
| Policy Advisory No. 477 ..... | CBCA — Delegated Authority                                                                                            |
| Policy Advisory No. 478 ..... | CBI — Evaluation of Superintendent                                                                                    |
| Policy Advisory No. 479 ..... | CM — School District Annual Report                                                                                    |
| Policy Advisory No. 480 ..... | DJE — Bidding/Purchasing Procedures<br>DJE-R — Bidding/Purchasing Procedures<br>DJE-E — Bidding/Purchasing Procedures |
| Policy Advisory No. 481 ..... | EBAA — Reporting of Hazards/<br>Warning Systems                                                                       |
| Policy Advisory No. 482 ..... | EBBB — Accident Reports                                                                                               |
| Policy Advisory No. 483 ..... | EBC — Emergencies                                                                                                     |
| Policy Advisory No. 484 ..... | GBI — Staff Participation in<br>Political Activities                                                                  |
| Policy Advisory No. 485 ..... | GCFC — Professional Staff Certification and<br>Credentialing Requirements                                             |
| Policy Advisory No. 486 ..... | IHB-R — Special Instructional Programs                                                                                |
| Policy Advisory No. 487 ..... | IMG — Animals in Schools                                                                                              |
| Policy Advisory No. 488 ..... | JLCB — Immunizations of Students                                                                                      |
| Policy Advisory No. 489 ..... | JLCD — Medicines/Administering<br>Medicines to Students<br>JLCD-R — Medicines/Administering<br>Medicines to Students  |

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|                               |                                                          |
|-------------------------------|----------------------------------------------------------|
| Policy Advisory No. 490 ..... | JLF — Reporting Child Abuse/<br>Child Protection         |
|                               | JLF-R — Reporting Child Abuse/<br>Child Protection       |
| Policy Advisory No. 491 ..... | KHA — Public Solicitations in Schools                    |
| Policy Advisory No. 492 ..... | GBED – Smoking by Staff Members                          |
|                               | JICG – Tobacco Use by Students                           |
|                               | KFAA – Smoking on School Premises<br>at Public Functions |

## Policy Advisory Discussion

**Policy Advisory No. 476. Policy BEDB – Agenda.** A change is suggested in BEDB which is a template for board agendas. This change separates current event summaries which are statutorily authorized under 38-431.02K and substantive reports which are normally given by the superintendent or a member or his or her staff. These substantive reports must contain such information on that agenda as to inform the public of the matters to be discussed. These reports are to be contrasted with the current event summaries authorized by statute which allow the chief administrator or a board member to give a summary of current events so long as 1) the summary is on the agenda and 2) there is no board discussion or action taken regarding any matter not listed on the agenda.

**Policy Advisory No. 477. Policy CBCA — Delegated Authority.** Policy CBCA is adjusted to account for the passage of HB2500 in the 2013 Legislative Session. In the recent adjustments to GCO and GCO-RA, this cross-referenced was missed. This is a critical change since, without the change, an internal conflict with GCO-RA would exist.

**Policy Advisory No. 478. Policy CBI — Evaluation of Superintendent.** Policy CBI is adjusted following the passage of HB2611 (Laws 2013, Chapter 191) which addresses renegotiation of superintendent's contract and when this may occur. The new language is intended to deal with the superintendent that does not begin work for the district on July 1.

**Policy Advisory No. 479. Policy CM — School District Annual Report.** HB2496 (Laws 2013, Chapter 148) gives school districts that are assigned letter a letter grade of A in at least two of the last three years under the state's accountability system, the opportunity to petition the State Board of Education for exemption of applicability of state statutes and rules (these are not specified in the law). Policy Advisory No. 478 accounts for this change.

|                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**Policy Advisory No. 480. Policy DJE, DJE-R and DJE-E – Bidding/Purchasing Procedures.** Statutory requirements relating to ensuring that districts not contract with businesses with scrutinized operations in Sudan/Iran (found in A.R.S. 35-397 and created by Laws 2008, Chapter 235) expired and therefore references have been removed in Policy DJE and Exhibit DJE-E. In Policy DJE and Regulation DJE-R the state bidding limit has been changed from \$50,000 to \$100,000. The Auditor General's Office will be publishing related procurement information in the near future.

**Policy Advisory No. 481. Policy EBAA — Reporting of Hazards/Warning Systems.** SB1290 (Laws 2013, Chapter 125) made several changes to the Office of Pest Control within Arizona State Government. While the legislation did not make a substantive change for schools, passage of the law made it clearer that applicators of pest control products in schools must be certified (previously the term was "licensed"). EBAA is revised to reflect this.

**Policy Advisory No. 482. Policy EBBB — Accident Reports.** EBBB is recommended for change simply for clarification; it is not a substantive change.

**Policy Advisory No. 483. Policy EBC — Emergencies.** SB 1324 (Laws 2013, Chapter 69) specifically exempts and makes confidential emergency response plans (ERP) as they are part of "critical infrastructure information." The ERP is exempted from public records requests. However, plans developed by the Superintendent will be presented annually to the Board.

**Policy Advisory No. 484. Policy GBI – Staff Participation in Political Activities.** HB2156 (Laws 2013, Chapter 88) revises A.R.S. 15-511 to prohibit the rental of school facilities by a private person or group with the intent of influencing the outcome of an election during the same time and at the same place as a district sponsored forum on candidates or issues. **Please note: the penalties for violation of 15-511 have gone from \$500 fine per violation (plus reimbursement of the value of the school resource expended) to \$5000 fine per violation (plus reimbursement of the value of the school resource expended) in this legislation.** Districts are strongly advised to get training for its employees on 15-511 restrictions prior to the beginning of a school district bond or override campaign.

**Policy Advisory No. 485. Policy GCFC — Professional Staff Certification and Credentialing Requirements.** HB2317 (Laws 2013, Chapter 7) was passed to clarify that an expired fingerprint clearance card could be used to satisfy statutory requirements for an applicant if an affidavit has been signed by the applicant stating both that the applicant:

- a) has submitted a completed application to DPS for a new card within 90 days before the expiration date of the current card; and
- b) is not awaiting trial on and has not been convicted of a criminal offense that would make him or her ineligible for a card.

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**Policy Advisory No. 486. Regulation IHB-R — Special Instructional Programs.** The Arizona Department of Education provided a special education alert regarding changes to IDEA. The changes governed the use of public benefits or insurance (Medicaid) in 34 CFR §300.154 and the parental consent needed to access such benefits.

**Policy Advisory No. 487. Policy IMG — Animals in Schools.** The changes to IMG reflect the passage of HB2401 (Laws 2013, Chapter 59) defining “service animal” for the purposes of exempting service animals to policies prohibiting animals in certain school settings. These changes to statute mirror requirements under the federal Americans with Disabilities Act of 2010 and regulations implementing this law.

**Policy Advisory No. 488 JLCB-E — Immunization of Students.** The exhibit has been revised to incorporate the 2013-2014 changes provided by the Arizona Immunization Program Office.

**Policy Advisory No. 489. Policy JLCD and JLCD-R — Medicines/ Administering Medicines to Students.** SB1421 (Laws 2013, Chapter 243) requires school districts and charter schools to stock two juvenile doses and two adult doses of auto-injectable epinephrine at each school if the Legislature appropriates sufficient funding and establishes policies, procedures and training requirements for auto-injectable epinephrine in schools. The training requirements also are optional in years where the Legislature has not appropriated sufficient funds for the doses of epinephrine required by law. The new law also provides that a school district or charter school employee, who is properly trained to administer or assist in administering auto-injectable epinephrine, to administer such medicine to a student or adult whom the employee believes in good faith is showing signs of anaphylactic shock while at school or a school-sponsored activity.

In addition, HB2042 (Laws 2013, Chapter 83) requires, if a school district or charter school governing board has adopted policies and procedures relating to diabetes management, the policies and procedures must include a requirement that any medication administration services specified in the child’s diabetes medical management plan must be provided. Nurses are added to the health professionals that can train voluntary diabetes care assistants. Other provisions include:

- Voluntary diabetes care assistants are allowed to administer insulin in addition, to glucagon, assist the pupil with self-administration of insulin in an emergency situation or perform any combination of these actions under certain conditions.
- Voluntary diabetes care assistants are authorized to either administer glucagon or insulin the parent or guardian must provide the glucagon or insulin along with all equipment and supplies necessary for insulin administration.

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- Training by specified licensed health care professionals related to diabetes management must include the symptoms and treatment of hyperglycemia and techniques for determining the proper dose of insulin in a specific situation.

**Policy Advisory No. 490. Policy JLF and Regulation JLF-R — Reporting Child Abuse/Child Protection.** Statute requires a mandatory reporter who reasonably believes a minor is or has been the victim of certain instances of child abuse, such as a reportable offence, to immediately report or cause reports of the information to be made to a peace officer or to Child Protective Services. An individual who does not have care, custody or control of the minor is required to report the information to a peace officer. This has resulted in reporting of all incidents in which a student shows signs of an injury – even if that injury was created by student to student contact of either an intentional or unintentional nature. SB1291 (Laws 2013, Chapter 182) creates an exception to the law that is useful to schools. A.R.S. 13-3620(B) was revised to exempt certain incidents with minors on the playground from duty to report abuse requirements. Under the revised law and JLF, a mandatory reporter is not required to report or cause reports to be made if all of the following apply:

- The minor is of elementary school age;
- The physical injury occurs in the course of typical playground activity during a school day on the premises of the school that the minor attends;
- The physical injury is reported to the legal guardian of the minor; and
- The school maintains a written record of the incident.

**Policy Advisory No. 491. Policy KHA – Public Solicitations in Schools.** A prohibition on sending text messages for solicitation purposes was added to A.R.S. 13-2919.

**Policy Advisory No. 492. Policy GBED – Smoking By Staff Members; Policy JICG – Tobacco Use By Students; Policy KFAA – Smoking On School Premises At Public Functions.** Three policies are adjusted because of concerns that vaporizing tobacco devices, or “e-cigarettes” are not covered under existing policies and law. Policy Services believes that such devices are prohibited under current law but amends our policy models in this area to make such prohibition clear.

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### **ASBA Discussion**

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### **HUSD Summary & Recommendation – Mary Diaz**

#### **Policy Advisory No. 476**

#### **BEDB – Agenda**

This advisory specifies that when a substantive report by a board member or chief administrator is to be given at a meeting, the matters to be discussed must be appropriately noticed on the agenda.

Currently, during the Report section of the meeting agenda, it is common that members of the board and the superintendent share a summary of current events. If a substantive report were to be given at a Board meeting, the agenda item would be requested ahead of time and be placed on a future agenda under the Discussion section.

It is recommended that the current HUSD Policy BEDB – Agenda be revised by removing Reports, and replace with Summary of Current Events to more accurately describe the agenda item.

## AGENDA

Unless changed by a majority vote of members present at each meeting, the order of business shall be as follows:

### ***Regular meetings:***

- Call to order
- Pledge of allegiance to the flag
- Roll call
- Review and accept agenda
- Celebrating successes
- ~~Reports~~     Summary of Current Events
- Public participation
- Consent items
- Discussion items (*No action will be taken*)
- Action items (*Matters on which the Governing Board may take legal action*)
- Personnel
- Announcements
- Adjournment

### ***Special meetings:***

- Call to order
- Roll call
- Review and accept agenda
- Items for which special meeting was called
- Announcements
- Adjournment

### ***Executive sessions:***

- An executive session may be scheduled, as necessary, during either a regular or special meeting.

*Adopted:* date of Manual adoption

## AGENDA

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto. (*Subject to A.R.S. 38-431.02*)

Unless changed by a majority vote of Board members present at a meeting, the order of business shall be as follows:

### ***Regular meetings:***

- Call to order
- Adoption of the agenda (*discussion of items is not in order*)
- Pledge of allegiance
- Board Meeting minutes not previously approved
- Information only items (*Items to be heard only; the Board will not propose, discuss, or take legal action during the meeting unless the specific matter is properly noticed for legal action.*)
  - Summary of current events
    - ▲ Superintendent
      - ◆ Celebrations and recognitions
    - ▲ Governing Board members
  - Reports (*Notice must be specific as to type of report that will be given, subject matter and whom will be making the report*)
- Public comments (*Members of the Governing Board shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*)
- Action items (*Matters on which the Governing Board may take legal action during the meeting.*)
  - Consent agenda items (*When so presented, should fully describe the matters on the agenda and inform the public where more information can be obtained.*)
  - Specific items of District business (*As listed for consideration, may include various categorical areas as the business of the District necessitates Board discussion, deliberation, and action.*)

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- Information and Discussion items (*Matters about which the Board may engage in discussion but will take no action during the meeting.*)
- Information items (*The Board will not propose, discuss, or take legal action during the meeting.*)
  - Requests for future agenda items
- Adjournment

### ***Special meetings:***

- Call to order
- Items for which the special meeting was called (*May include timely action, discussion, and information items as conditioned for regular meetings.*)
- Announcements
- Adjournment

### ***Executive sessions:***

- An executive session may be scheduled, as necessary, during either a regular or special meeting. (*See Arizona Attorney General Agency Handbook Section 7.6.7*)
  - When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session.
  - The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. 38-431.03(A)(3).

### ***Emergency meetings***

In the case of an actual emergency, the Governing Board, after giving such notice as is appropriate to the circumstances, may act on an emergency matter or call an emergency meeting in accordance with the requirements set out in A.R.S. 38-431.02. The emergency meeting shall follow the order of business for a special meeting. An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by 38-431.02. Chapter 7 of the Arizona Agency Handbook shall be consulted for guidance when an emergency action or meeting is being considered.

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

## **Accommodations for the Disabled**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting [*name of designated agency contact person*] at [*telephone number and TDD telephone number*]. Requests should be made as early as possible to allow time to arrange the accommodation.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 38-431  
                  38-431.01  
                  38-431.02  
                  38-431.03

CROSS REF.: BDB - Board Officers  
              BEC - Executive Sessions/Open Meetings

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| <p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p> |
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### **ASBA Discussion**

**Policy Advisory No. 477. Policy CBCA — Delegated Authority.** Policy CBCA is adjusted to account for the passage of HB2500 in the 2013 Legislative Session. In the recent adjustments to GCO and GCO-RA, this cross-referenced was missed. This is a critical change since, without the change, an internal conflict with GCO-RA would exist.

### **HUSD Summary & Recommendation – Paul Stanton**

#### **Policy Advisory No. 477**

#### **CBCA – Delegated Authority**

This Advisory is in reference to the passage of HB2500 in the 2013 Legislative Session related to contracts. It relates to teacher, administrator and psychologist notice of intent not to offer contracts. It also changes the language when providing written preliminary notice of inadequacy of classroom performance from five (5) to ten (10) school days.

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

**DELEGATED AUTHORITY**

The Governing Board delegates to the Superintendent, among other powers, the authority to perform the following acts:

- To give notice to teachers, pursuant to A.R.S. 15-536, of the Board's intention not to offer a teaching contract.
- To give notice to teachers, pursuant to A.R.S. 15-538.01, of the Board's intention not to offer a teaching contract and to dismiss the teacher.
- To give notice to an administrator or certificated school psychologist, pursuant to A.R.S. 15-503, of the Board's intention not to offer a new contract.
- To issue to teachers, pursuant to A.R.S. 15-536, 15-538, and 15-539, written preliminary notices of inadequacy of classroom performance, reporting such issuance to the Governing Board within ~~five (5)~~ ten (10) school days.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-503  
15-536  
15-538  
15-538.01  
15-539

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

### **ASBA Discussion**

**Policy Advisory No. 478. Policy CBI — Evaluation of Superintendent.** Policy CBI is adjusted following the passage of HB2611 (Laws 2013, Chapter 191) which addresses renegotiation of superintendent's contract and when this may occur. The new language is intended to deal with the superintendent that does not begin work for the district on July 1.

### **HUSD Summary & Recommendation – Paul Stanton**

#### **Policy Advisory No. 478**

#### **CBI – Evaluation of the Superintendent**

Policy CBI is an adjustment following the passage of HB2611. The new language is intended to deal with the Superintendent that does not begin work for the district on July 1<sup>st</sup>.

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

## EVALUATION OF SUPERINTENDENT

The Governing Board shall evaluate the Superintendent at least once each year.

The evaluation(s) shall relate to the Superintendent's duties, responsibilities, and progress toward established goals.

The Superintendent shall provide each member of the Board a copy of the evaluation instrument not later than November 10. The Board President shall schedule a meeting not later than December 18, when the Board will devote an executive session to the evaluation of the Superintendent's performance, to discuss working relationships between the Superintendent and the Board, and to review the Superintendent's contract (with the Superintendent present). If the Superintendent's contract is in its first year, this initial evaluation will not be a comprehensive evaluation, but will be used to allow the Board to communicate its perspective on the Superintendent's performance to date and to allow the Board and the Superintendent to communicate on performance matters. Additional first-year evaluations may be completed by the Board at the Board's discretion or upon invitation by the Superintendent; however, the first fully comprehensive evaluation will be that which occurs in November of the Superintendent's second year.

Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus.

A copy of any written evaluation shall be given to the Superintendent. If in disagreement with such evaluation, the Superintendent may respond in writing to the Governing Board.

Upon the conclusion of the evaluation, the Governing Board may determine whether any changes in the compensation and benefits or contract term of the Superintendent are warranted, subject to the following:

If the Superintendent's contract with the School District is for multiple years, the School District shall not offer to extend or renegotiate the contract until May of the year preceding the final year of the contract.

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

If the Superintendent's contract with the School District is for more than one (1) year, but not exceeding three (3) years, ~~on or before May 15 of the last year of the contract~~ no earlier than fifteen (15) months before the expiration of the contract, the Board shall offer a contract for the next school year to the Superintendent unless on or before April 15 the Board gives notice to the Superintendent of the Board's intention not to offer a new administrative contract.

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

The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-503

CROSS REF.: CBA - Qualifications and Duties of Superintendent

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

### **ASBA Discussion**

**Policy Advisory No. 479. Policy CM — School District Annual Report.** HB2496 (Laws 2013, Chapter 148) gives school districts that are assigned letter a letter grade of A in at least two of the last three years under the state's accountability system, the opportunity to petition the State Board of Education for exemption of applicability of state statutes and rules (these are not specified in the law). Policy Advisory No. 478 accounts for this change.

### **HUSD Summary & Recommendation — Paul Stanton**

#### **Policy Advisory No. 479**

#### **CM — School District Annual Report**

HB2496 gives school districts that are assigned a letter grade of "A" in at least two of the last three years the opportunity to petition the State Board of Education for exemption of applicability of state statutes and rules (please note these are not specified in the law).

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

## SCHOOL DISTRICT ANNUAL REPORT

The Board shall make an annual report to the County School Superintendent on or before October 1 each year in the manner and form and on the forms prescribed by the Superintendent of Public Instruction or County School Superintendent. The Board shall also make reports directly to the County School Superintendent or the Superintendent of Public Instruction whenever required.

If the District has been assigned a letter grade of A pursuant to A.R.S. 15-241 during at least two (2) out of the last three (3) consecutive years and has not been assigned a letter grade of C, D, or F during the same three (3) years the District may receive exemptions from statutes and rules prescribed in statute. Should the District believe it qualifies for an exemption the District may submit a request for exemption to the Arizona State Board of Education. The State Board of Education shall review and may approve the exemption submitted by the District. The State Board of Education will not approve exemptions that directly apply to specific areas as noted in A.R.S. 15-215.

### Guaranteed Energy Cost Saving Contract Annual Reports

The District shall report to the School Facilities Board annually, not later than October 15, actual energy and cost savings pursuant to a guaranteed energy cost savings contract.

The District shall also report for any guaranteed energy cost savings contract to the Department of Commerce Energy Office and the School Facilities Board:

- The name of the project
- The qualified provider
- The total cost of the project
- The expected energy and cost savings

The District shall retain savings achieved by a guaranteed energy cost saving contract, which may be used to pay for contract and project implementation.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-213.01

15-215

15-341

15-904

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

**Policy Advisory No. 480. Policy DJE, DJE-R and DJE-E – Bidding/Purchasing Procedures.** Statutory requirements relating to ensuring that districts not contract with businesses with scrutinized operations in Sudan/Iran (found in A.R.S. 35-397 and created by Laws 2008, Chapter 235) expired and therefore references have been removed in Policy DJE and Exhibit DJE-E. In Policy DJE and Regulation DJE-R the state bidding limit has been changed from \$50,000 to \$100,000. The Auditor General's Office will be publishing related procurement information in the near future.

#### **HUSD Summary & Recommendation – Cynthia Windham**

##### **Policy Advisory No. 480**

##### **DJE – Bidding/Purchasing Procedures**

Verbiage changed to increase the formal state bidding limit from \$50,000 to \$100,000, as well as, eliminates the Required Scrutinized Business Operations Clause which require Districts to include a clause in their contracts requiring contractors to certify that the contractor does not have scrutinized business services in Sudan or Iran.

**This policy revision is currently on hold as the state has now determined that this increase in the bidding threshold for school districts will not become effective until the Arizona State Board of Education revises their rules for school district procurement.**

Request for policy revision will be presented at a future Board meeting once the State Board of Education revises their procurement guidelines

## BIDDING / PURCHASING PROCEDURES

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

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

### Purchases Not Requiring Bidding

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

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

Written price quotations will be requested from at least three (3) vendors for transactions of at least twenty-five thousand dollars (\$25,000) but not more than fifty one hundred thousand dollars (\$5100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

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

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

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

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

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

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

### **Online Bidding**

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

### **Purchases Requiring Bidding**

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than fifty one hundred thousand dollars (\$5100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

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

## Registered Sex Offender Prohibition

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

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

## ~~Required Scrutinized Business Operations Clause~~

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

~~The District through the Superintendent shall:~~

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

Adopted: date of Manual adoption

|             |                          |                |         |
|-------------|--------------------------|----------------|---------|
| LEGAL REF.: | A.R.S. 11-952            | 15-382         | 38-503  |
|             | 15-213                   | 15-765         | 38-511  |
|             | 15-213.01                | 15-910.02      | 39-121  |
|             | 15-213.02                | 23-214         | 41-2632 |
|             | 15-239                   | 34-101 et seq. | 41-2636 |
|             | 15-323                   | 35-391 et seq. | 41-4401 |
|             | 15-342                   | 35-393 et seq. |         |
|             | A.G.O. 183-136           | 187-035        | 106-002 |
|             | A.A.C. R7-2-1001 et seq. |                |         |
|             | USFR VI-G-8 et seq.      |                |         |

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

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

## BIDDING / PURCHASING PROCEDURES

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to 15-213, 15-323, and 38-503), the Arizona school district procurement rules set out in A.A.C. R7-2-1001 through 1195, and with the following.

### Requesting Quotations

Requests for price quotations are to include adequate details and be issued with sufficient lead time to enable vendors to effectively respond. When a contract is to be awarded on the basis of price and additional factors those factors are to be included in the request for quotations. Such factors should include, but are not limited to, the following:

- Submittal requirements including:
  - Date and time due;
  - Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, prepared form);
  - Physical or digital address to which quotations are to be delivered.
- Specific information the quotation must include.
- Whether or not negotiations may be held.
- Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.
- Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District and has provided for such duration as a part of bid documents and conditions of renewal or extension within contract language. Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.
- Uniform terms and conditions included in the request by text or reference.
- Such additional terms, conditions, and instructions as are applicable to the purchase under consideration.

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

All requests for written quotations shall be at the direction of the Superintendent or a person designated by the Superintendent.

When a vendor is selected on the basis of factors other than lowest price, the reasons shall be documented and filed with the price quotations. Documentation of the quotations process and details including vendor names, persons contacted, telephone numbers and identification of other communication procedures, price results, and determinations are to be documented and retained by the District in a procurement file that includes the pertinent requisition form and purchase order.

A written contract or purchase order must be approved prior to a purchase being made.

### **Cumulative and Like Item Purchases**

An analysis shall be performed annually to determine the extent of the District need to purchase like items. Prior year purchases and applicable demographic, program, and planning data are to be utilized for projecting quantity and cost of like items to fulfill the anticipated need. The outcomes of calculating the projected quantity and cost factors to acquire like items shall inform the determinations as to the appropriate procurement processes to be applied. The proper competitive purchasing strategies must be applied to assure District compliance with the procurement laws and rules. Splitting of orders or other purchasing practices devised to circumvent allowable procurement practices are prohibited. The cumulative costs of purchasing like items by any and all means of acquisition are to be tracked to assure that no purchases are permitted that will result in violation of Governing Board policies and lawful procurement practices.

### **Multiple Year Purchases Totaling Less Than Fifty One Hundred Thousand Dollars**

The District may enter into contracts of less than fifty one hundred thousand dollars (\$5100,000) for a period up to five (5) years, as follows:

- When the terms and conditions of renewal or extension are included in the solicitation for bids;
- When monies are available for the first fiscal year at the time of contracting;
- When the competitive purchasing method is appropriate to the projected cumulative cost over the term of the multiple year contract.

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

### **Multiple Year Purchases Totaling More Than Fifty One Hundred Thousand Dollars**

The District may enter into contracts for more than fifty one hundred thousand dollars (\$5100,000) for a period up to five (5) years, as follows:

- The Governing Board has determined in writing that:
  - The estimated requirements cover the contract period and are reasonable and continuing;
  - A multi-term contract will serve the District's best interest by encouraging competition or promoting economies in procurement;
  - If monies are not appropriated or available in future years the contract will be cancelled.

If multiple-year quotations are used, the District shall:

- Document the time period that the pricing is valid;
- Determine the vendor will honor the pricing for the multi-year period;
- Secure and maintain written affirmation with the vendor that, although it is the District's intent to purchase certain quantities, all purchases are subject to the availability of funds.

### **Multiple Awards to More Than One Contractor**

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids.

A multiple award to more than one (1) vendor should be made only when the District has determined and documented in writing that a single award is not advantageous to the District. The award should also be limited to the least number of suppliers necessary to meet the District's requirements.

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| <p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p> |
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## **Bidding Methods**

Sealed bids or proposals will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than ~~fifty~~ one hundred thousand dollars (\$~~5~~100,000). The Superintendent must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informality in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

The bidder to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to exceed five (5) years.

## **Definitions**

The definition of a term used in this regulation shall be interpreted as being synonymous with the definition of that term listed at R7-2-1001.

## **Prospective Bidders' Lists**

The District shall compile and maintain a prospective bidders' list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a District contract.

Persons desiring to be included on the prospective bidders' list shall notify the District. Upon notification, the District shall mail or otherwise provide the person with the District procedures for inclusion on the bidders' list. Within thirty (30) days after receiving the required information, the District shall add the person to the prospective bidders' list unless the District makes a determination that inclusion is not advantageous to the District.

Persons who fail to respond to invitations for bids for two (2) consecutive procurements of similar items may be removed from the applicable bidders' list after mailing a notice to the person. This notice shall not be required if the two (2) invitations for bids which were not responded to both contained the notice that bidders' names may be removed from the bidders' list if they fail to respond to invitations for bids for two (2) consecutive procurements of similar items. Persons may be reinstated upon request.

Prospective bidders lists shall be available for public inspection, unless the District makes a written determination that it is in the best interest of the District that they should be confidential or private and should not be open for inspection pursuant to A.R.S. 39-121.

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

## **Competitive Sealed Bidding**

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars (\$150,000), the rules established for the simplified school construction procurement program described at R7-2-1033 may be followed. In all other cases, adequate public notice of the invitation for bids shall be given as provided in R7-2-1022 or as provided in R7-2-1024, which are outlined below, and shall indicate that any bid protest shall be filed with the District representative, who shall be named therein.

If notice is given pursuant to R7-2-1024, notice also may be given as provided in R7-2-1022. If fewer than five (5) prospective bidders are included on the bidders list, the notice must also be given as provided in R7-2-1022. When the invitation for bids is for the procurement of services other than those described in R7-2-1061 through R7-2-1068 and R7-2-1117 through R7-2-1123, Specified Professional Services, notice also shall be given as provided in R7-2-1022.

### **R7-2-1022:**

In the event there are four (4) or less prospective bidders on the bidders' list, the notice shall include publication in the official newspaper of the county within which the school district is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before bid opening. The time of publication may be altered if deemed necessary pursuant to R7-2-1024.A.

### **R7-2-1024:**

Invitation for bids shall be issued at least fourteen (14) days before the time and date set for bid opening in the invitation for bids unless a shorter time is deemed necessary for a particular procurement as determined by the school district.

The school district shall mail or otherwise furnish invitation for bids or notices of the availability of invitation for bids to all prospective bidders registered with the school district for the specific material, service or construction being bid.

The time and date at which a bid is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.

Invitations to bid will be sent to all vendors who have requested to bid or who have applied to be placed on a bid list appropriate to the items being sought.

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A bid call relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the bid must accompany each bid, but will be returned to unsuccessful bidders. The successful bidder must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed bid must be submitted in a sealed envelope, addressed to the District, clearly marked on the outside of the envelope, "Sealed Bid for \_\_\_\_\_." The bids shall be opened publicly and read aloud at the time and place stated in the invitation. Awards shall be made with reasonable promptness to the lowest responsible, qualified vendor, taking into consideration all factors set forth in policy. Price shall not be the sole factor in making the bid award. When out-of-state bidders are not to pay sales/use tax, the amount of such tax shall not be a consideration in determining the low bidder. All proposed contracts for outside professional services in excess of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, may be reviewed by the attorney for the District prior to entering into the contract. The policies relating to outside professional services apply only to services required by law to be placed on bid, and even those policies may be set aside if a state of emergency is declared. If a state of emergency is declared, a memorandum will be issued justifying such a declaration, which will be filed in the District's records.

The use of bidding, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless no other resource is practical for the protection of the public interest.

The Board reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any bid or to reject any bid, all bids, or any part of any bid. Any bids may be withdrawn prior to the scheduled time for the opening of the bids. Any bids received after the opening begins shall not be accepted. Opening of bids shall not be delayed to accommodate late bid responses. Submitted bids shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to a bid shall be retained and made available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

### **Multistep Sealed Bidding**

The multistep sealed bidding method may be used if the Governing Board determines that:

- Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the District;

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

- Definite criteria exist for evaluation of technical offers;
- More than one (1) technically qualified source is expected to be available; and
- A fixed-price contract will be used.

The District may hold a conference with bidders before submission or at any time during the evaluation of the unpriced technical offers.

The multistep sealed bidding method may not be used for construction contracts.

When the multistep sealed bidding method is determined to be advantageous to the District, the procedures set out in R7-2-1036 and 1037 shall be followed.

### **Competitive Sealed Proposals**

If, pursuant to R7-2-1041, the Governing Board determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by competitive sealed proposals. The Governing Board may make a class determination that it is either not practicable or not advantageous to the District to procure specified types of materials or services by competitive sealed bidding. The competitive sealed proposal method may not be used for construction contracts. The Governing Board may modify or revoke a class determination at any time.

If competitive sealed bidding is neither practicable or advantageous, competitive sealed proposals may be used if it is necessary to:

- Use a contract other than a fixed-price type;
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality, and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

Procedures to be applied subsequent to the issuance of an invitation for bids are to be consistent with the requirements set out in R7-2-1025 through 1032.

Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall set forth those factors listed above for competitive sealed bids that are applicable and shall also state:

- The type of services required and a description of the work involved;
- The type of contract to be used;

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- An estimate of the duration the service will be required;
- That cost or pricing data is required;
- That offerors may designate as proprietary portions of the proposals;
- That discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award;
- The minimum information that the proposal shall contain;
- The closing date and time of receipt of proposals; and
- The relative importance of price and other evaluation factors.

Procurement of information systems and telecommunications systems shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost and application benefits of the information systems or telecommunication systems.

Procurement of earth-moving, material-handling, road maintenance and construction equipment shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost including residual value of the earth-moving, material-handling, road maintenance and construction equipment.

A request for proposals shall be issued at least fourteen (14) days before the closing date and time for receipt of proposals unless a shorter time is determined necessary by the District.

Notice of the request for proposals shall be issued in accordance with R7-2-1022.

Before submission of initial proposals, amendments to requests for proposals shall be made in accordance with R7-2-1026. After submission of proposals, amendments may be made in accordance with R7-2-1036(C).

### **Specified Professional Services and Construction Services**

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance and reporting of the services being sought and acquired.

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## **Procurement of Services by Certain Other Classes of Providers**

The purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in R7-2-1061 through R7-2-1068. The procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with R7-2-1117 and 1118. Procurement procedures related to purchasing services from the professional providers are to conform to R7-2-1119 through 1122.

## **Contract Requirements**

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out at R7-2-1068 through 1086 and the accompanying conditions described in R7-2-1091 through 1093.

## **Preparation of Specifications**

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules R7-2-1101 through 1105.

## **Construction Procurement Procedures**

Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with R7-2-1109 through 1116.

## **Emergency Purchases**

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances pursuant to A.A.C. R7-2-1057 shall be included in the procurement file and maintained in the District office.

## **Sole-Source Procurements**

A contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. R7-2-1053. Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

|                                                                                                                                                                     |
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The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

### **Cooperative Purchasing Agreements**

Procurements in accordance with intergovernmental agreements and contracts between the District and other governing bodies as authorized by A.R.S. 15-952 are exempt from competitive bidding requirements under A.R.S. 15-213. Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

### **Due Diligence**

The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurements practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.

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## BIDDING / PURCHASING PROCEDURES

### **Required Contract Content**

~~Each contract for the procurement of goods or services shall include a clause requiring the Contractor to certify that the contractor does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran.~~

The following language is suggested:

- ~~In accordance with A.R.S. Sections 35-391 et seq. and 35-393 et seq., the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran. (Added to Offer/Acceptance Form Certification)~~

### **Cancellation of Contracts**

Within three (3) years after the execution of any contract made by the District, the District may cancel such contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Such cancellation by the District shall be effective when written notice from the Board is received by all other parties to the contract unless the notice specifies a later time.

In addition to the right to cancel a contract, as provided above, the District may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District from any other party to the contract arising as the result of the contract.

Notice of this provision shall be included in every contract to which the District is a party. Such notice could read:

In accordance with A.R.S. 38-511, if a person significantly involved in a District contract becomes an employee, agent, or consultant to any other party of the contract with respect to the subject matter of the contract, the District may cancel the contract within three (3) years of execution and recoup any fee or commission paid to such person.

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### **ASBA Discussion**

**Policy Advisory No. 481. Policy EBAA — Reporting of Hazards/Warning Systems.** SB1290 (Laws 2013, Chapter 125) made several changes to the Office of Pest Control within Arizona State Government. While the legislation did not make a substantive change for schools, passage of the law made it clearer that applicators of pest control products in schools must be certified (previously the term was "licensed"). EBAA is revised to reflect this.

### **HUSD Summary & Recommendation — Ben Peters**

**Policy Advisory No. 4801**

**EBAA — Reporting of Hazards/Warning Systems**

The revision to this policy makes it clear that vendors for application of pest control products must be certified. The District already follows this procedure.

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

## **REPORTING OF HAZARDS / WARNING SYSTEMS**

### **(Pesticide Application Notice)**

The intent of this policy is to ensure that students, employees, and parents/guardians receive adequate notice prior to pesticide application.

In accord with A.R.S. 15-152, the District shall:

- Provide notice of pesticide application during a regular school session to students, employees, and parents/guardians, given in a form reasonably calculated to provide a warning at least forty-eight (48) hours prior to such application.
- Provide continuing instruction for students absenting themselves.
- Post the areas scheduled to receive pesticide application.
- Maintain written records of pesticide application.

Pest-control applicator(s) employed by the District shall provide the school contact person with notice at least seventy-two (72) hours prior to the date and time the application of pesticides is to occur, including in such notice the brand name, concentration, rate of application, pesticide label, material safety data sheet, the area or areas where the pesticide is to be applied, and any use restrictions required by the pesticide label. Prior to the application, the applicator shall provide the school contact person with a written preapplication notification containing the following information:

- The brand name, concentration, rate of application, and any use restrictions required by the label of the herbicide or specific pesticide.
- The area or areas where the pesticide is to be applied.
- The date and time the application is to occur.
- The pesticide label and the material safety data sheet.

In case of pesticide applications performed for or by public health agencies or emergency applications because of immediate threat to the public health, the licensed applicator shall give the school office oral and, if possible, written notice, with posting of the area to be treated in accord with A.R.S. 32-2307.

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

The Superintendent may require the pest-control applicator to fill out and make all required postings in accord with statute and with District policy and regulation. The name and telephone number of the applicator shall be attached to any posting.

Only a certified applicator may apply pesticides at a school.

The Superintendent shall prepare regulations for the implementation of this policy.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-152

32-2301

32-2307

32-2311.01

CROSS REF.: IKEA - Make Up Opportunities

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

**ASBA Discussion**

**Policy Advisory No. 482. Policy EBBB — Accident Reports.** EBBB is recommended for change simply for clarification; it is not a substantive change.

**HUSD Summary & Recommendation — Paul Stanton**

**Policy Advisory No. 482**

**EBBB — Accident Reports**

EBBB is recommended for change simply for clarification; it is not a substantive change.

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

## ACCIDENT REPORTS

Adequate and prompt accident reporting is essential if similar accidents are to be prevented. If there are injuries or property damage, prompt reports are also vital in assuring the District of insurance coverage.

Reports will be filed on accidents that take place on school property or that involve school vehicles, students, or staff members on school-sponsored trips, including staff members on authorized school business trips. Such reports are required whether or not there are any immediately evident injuries or damage to property.

Any employee of the District who suffers a job-related injury/accident must file a report with the District business office within five (5) days after the date of occurrence. Should circumstances render the individual unable to submit such a report within five (5) days, the time limit may be extended.

Injury accidents should be promptly reported to the District's liability carrier determined by the conditions established with the carrier. ~~The meaning of promptly is defined in the District's insurance policy with the carrier.~~

The administration shall establish procedures for filing accident reports, and shall make sure reports include details that 1) might be helpful in preventing similar accidents in the future, 2) are needed for filing insurance claims, and 3) might be important in case of litigation.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 23-427  
23-904

CROSS REF.: GBGC - Employee Assistance  
GBGD - Workers' Compensation

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

### **ASBA Discussion**

**Policy Advisory No. 483. Policy EBC — Emergencies.** SB 1324 (Laws 2013, Chapter 69) specifically exempts and makes confidential emergency response plans (ERP) as they are part of "critical infrastructure information." The ERP is exempted from public records requests. However, plans developed by the Superintendent will be presented annually to the Board.

### **HUSD Summary & Recommendation – Paul Stanton**

#### **Policy Advisory No. 483**

#### **EBC - Emergencies**

SB1424 specifically exempts and makes confidential emergency response plans (ERP) as they are part of "critical infrastructure information." The ERP is exempted from public records requests. Emergency Plans will be presented annually to the Board.

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

## EMERGENCIES

The Superintendent will develop and maintain District emergency plans for each school, department, and other facilities in the District and will coordinate such plans with the local law enforcement, fire, medical and hospital authorities as necessary. Training components for staff and students shall be included in the Superintendent's emergency plans.

"Emergency response plans are confidential and exempt from public disclosure."  
The District shall not release emergency response plans to the public as part of a public records request. [A.R.S. 41-1803(G)]

The plans will be in accordance with minimum standards developed jointly by the Department of Education and the Division of Emergency Management within the Department of Emergency and Military Affairs. The plans will designate specific emergency drills to be conducted. Local responders shall periodically be invited to review the plan(s).

Emergency plans developed by the Superintendent will be presented annually to the Board.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-341  
41-1803

### **ASBA Discussion**

**Policy Advisory No. 484. Policy GBI – Staff Participation in Political Activities.** HB2156 (Laws 2013, Chapter 88) revises A.R.S. 15-511 to prohibit the rental of school facilities by a private person or group with the intent of influencing the outcome of an election during the same time and at the same place as a district sponsored forum on candidates or issues. ***Please note: the penalties for violation of 15-511 have gone from \$500 fine per violation (plus reimbursement of the value of the school resource expended) to \$5000 fine per violation (plus reimbursement of the value of the school resource expended) in this legislation.*** Districts are strongly advised to get training for its employees on 15-511 restrictions prior to the beginning of a school district bond or override campaign.

### **HUSD Summary – Dan Streeter**

#### **PA # 484                      GBI – Staff Participation in Political Activities**

Policy Advisory No. 484 adds language to Policy GBI prohibiting the rental of school facilities by a private person or group with the intent of influencing the outcome of an election during the same time and at the same place as a district sponsored forum on candidates or issues. The language meets the requirements of HB 2156 and the revisions of A. R. S. 15-511. Additionally, Policy Advisory No. 484 adds language to Policy GBI allowing for the distribution of informational reports to present factual information in a neutral manner consistent with A. R. S 15-481.

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

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

- No employee shall engage in political activities upon property under the jurisdiction of the Board. Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.
- Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.
- Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Employees of the District may not use the authority of their position to influence the vote or political activities of any subordinate employee.

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District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.

District employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

The District may distribute informational reports on a proposed budget override election as provided in A.R.S. 15-481 and on a proposed bond election as provided in A.R.S. 15-491 if those informational reports present factual information in a neutral manner, except for those arguments allowed under A.R.S. 15-481.

Nothing in this policy shall preclude the District from producing and distributing impartial information on elections other than District budget override elections or reporting on official actions of the Governing Board.

The District shall not make expenditures for literature associated with a campaign conducted by or for a District official.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-481  
15-511  
15-903  
16-402

### **ASBA Discussion**

**Policy Advisory No. 485. Policy GCFC — Professional Staff Certification and Credentialing Requirements.** HB2317 (Laws 2013, Chapter 7) was passed to clarify that an expired fingerprint clearance card could be used to satisfy statutory requirements for an applicant if an affidavit has been signed by the applicant stating both that the applicant:

- a) has submitted a completed application to DPS for a new card within 90 days before the expiration date of the current card; and
- b) is not awaiting trial on and has not been convicted of a criminal offense that would make him or her ineligible for a card.

### **HUSD Summary – Dan Streeter**

**PA # 485**

#### **GCFC – Professional Staff Certification and Credentialing Requirements**

Policy Advisory No. 485 provides clarifying language amendments to Policy GCFC to meet the revisions from HB 2317. The added language clarifies that an expired fingerprint clearance card could be used to satisfy statutory requirements for an applicant if an affidavit has been signed by the applicant stating both that the applicant:

- a) Has submitted a completed application to DPS for a new card within 90 days before the expiration date of the current card; and
- b) Is not awaiting trial on and has not been convicted of a criminal offense that would make him or her ineligible for a card.

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

## PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS

### (Fingerprinting Requirements)

#### New Hires

All certificated personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section 15-183, 15-503, 15-512, 15-534, 15-782.02, 15-1330 or 15-1881 if the person signs an affidavit stating both of the following:

- The person submitted a completed application to the Finger Printing Division of the Department of Public Safety for a new fingerprint clearance card within ninety (90) days before the expiration date on the person's current fingerprint clearance card.
- The person is not awaiting trial on and has not been convicted of a criminal offense that would make the person ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

- Sexual abuse of a minor.
- Incest.
- First- or second-degree murder.
- Kidnapping.
- Arson.
- Sexual assault.

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- Sexual exploitation of a minor.
- Felony offenses involving contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor.
- Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- Burglary in the first degree.
- Burglary in the second or third degree.
- Aggravated or armed robbery.
- Robbery.
- A dangerous crime against children as defined in A.R.S. 13-705.
- Child abuse.
- Sexual conduct with a minor.
- Molestation of a child.
- Manslaughter.
- Aggravated assault.
- Assault.
- Exploitation of minors involving drug offenses.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534.

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In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- Provide for fingerprint checks pursuant to A.R.S. 41-1750.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-512  
15-534  
41-1750  
41-1758.07

CROSS REF.: GCF - Professional Staff Hiring  
GCG - Part-Time and Substitute Professional Staff  
Employment  
IJOC - School Volunteers

### **ASBA Discussion**

**Policy Advisory No. 486. Regulation IHB-R — Special Instructional Programs.** The Arizona Department of Education provided a special education alert regarding changes to IDEA. The changes governed the use of public benefits or insurance (Medicaid) in 34 CFR §300.154 and the parental consent needed to access such benefits.

### **HUSD Summary & Recommendation – Danny Brown**

#### **PA #486      IHB-R – Special Instructional Programs**

This policy advisory changes the consent for obtaining access to a child or parent's public benefits or insurance. Written consent is required prior to the first time accessing records and then only required annually thereafter prior to accessing those records the first time. The previous language required written consent each time the District wanted to access those records.

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

**EDUCATION REGULATION****SPECIAL INSTRUCTIONAL PROGRAMS****(Identification and Placement  
of Exceptional Students)**

This detailed administrative regulation is issued to:

- Accomplish the requirements of the Governing Board set out in policy IHB—Special Instructional Programs.
- Assure District compliance with the requirements of applicable federal and state laws and the lawful regulations of the State Board of Education.
- Aid District personnel in fulfilling their duties relating to the topic by presenting the procedural information in a format that aligns with the Arizona Department of Education/Exceptional Student Services (ADE/ESS) compliance checklists.

Citations from the following sources are annotated to the material to assist in conducting research and for clarification:

- Arizona Revised Statutes (A.R.S.)
- Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, State Board of Education Rules
- Regulations of the Family Educational Rights and Privacy Act as published in Part 99 of Title 34 of the Code of Federal Regulations (C.F.R.)
- Regulations to the Individuals with Disabilities Education Act (IDEA) as published in Title 34 of the C.F.R., Part 300.

Whenever the term "District" is used in this regulation, it is to be interpreted contextually to mean the School District, the respective local school site, a representative of the District or a representative of the local school site, as is applicable to the circumstance.

**Applicability**

To accommodate the necessity to present procedural information in a format that aligns with the Arizona Department of Education/Exceptional Student Services (ADE/ESS) compliance checklists, this generic regulation contains procedural requirements for covered individuals of all ages. However, any statement in this regulation that addresses a provision that is not applicable to the grade levels and age ranges included in the student membership of the District is to be considered for the purposes of compliance to be not applicable.

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## **Child Find**

The District will identify, locate, and evaluate all children with disabilities within its geographic boundaries who are in need of special education and related services including, but not limited to, children who are:

- Homeless;
- Highly mobile, including migrant children;
- Wards of the state; and,
- Attending private schools or who are homeschooled.

In its identification process the District will include children who are suspected of being a child with a disability and in need of special education, even though a student is:

- Advancing from grade to grade
- Highly mobile, including a migrant student. [34 C.F.R. 300.111]

The District will inform the general public and parents within its boundaries of the responsibility for special education services for students aged three (3) through twenty-one (21) years, and how those services may be accessed including information regarding early intervention services for children aged birth through two (2) years. Services for an eligible student with a disability shall extend through conclusion of the instructional year during which the student attains the age of twenty-two (22). [A.A.C. R7-2-401.C]

The District will require all school-based staff members to review the written procedures related to child identification and referral on an annual basis, and maintain documentation of the staff review. [A.A.C. R7-2-401.D]

Identification screening for possible disabilities shall be completed within forty-five (45) calendar days after:

- Entry of each preschool or kindergarten student and any student enrolling without appropriate records or screening, evaluation, and progress in school; or
- Parent notification of developmental or educational concerns.

Screening procedures shall include vision and hearing status and consideration of the following areas:

- Cognitive or academic;
- Communication;

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- Motor;
- Social or behavioral; and
- Adaptive development.

For a student transferring into a school, the District shall review enrollment data and educational performance in the prior school. If there is a history of special education for a student not currently eligible for special education or poor progress, the name of the student shall be submitted to the administrator for consideration of the need for a referral for a full and individual evaluation or other services. [A.A.C. R7-2-401.D]

If a concern about a student is identified through screening procedures or review of records, the parents of the student shall be notified of the concern within ten (10) school days and informed of the District's procedures to follow-up on the student's needs. [A.A.C. R7-2-401.D]

The District shall maintain documentation of the identification procedures utilized, the dates of entry into school, notification by parents of a concern and the dates of screening. The dates shall be maintained in the student's permanent records. [A.A.C. R7-2-401.D]

If the screening indicates a possible disability, the name of the student shall be submitted to the administrator for consideration of the need for a referral for a full and individual evaluation or other services. A parent or a student may request an evaluation of the student. [A.A.C. R7-2-401.D]

If, after consultation with the parent, the District determines that a full and individual evaluation is not warranted, the District shall provide prior written notice and procedural safeguards notice to the parent in a timely manner. [A.A.C. R7-2-401.D]

### **Confidentiality**

The District will permit parents to inspect and review any education records relating to their children that are collected, maintained or used by the District under Individuals with Disabilities Education Act (IDEA). The District will comply with a request without unnecessary delay and in no case more than forty-five (45) days after the request has been made, and before:

- Any individualized education program (IEP) meeting;
- Any hearing involving a due process complaint or disciplinary hearing;
- Any resolution session. [34 C.F.R. 300.613]

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

The right to inspect and review education records includes:

- The right to a response from the District to reasonable requests for explanations and interpretations of the records;
- The right to request that the District provide copies of the records if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- The right to have a representative of the parent inspect and review the records. [34 C.F.R. 300.613]

The District may presume that the parent has authority to inspect and review records relating to his or her child unless the District has been advised to the contrary by legal proceeding involving guardianship, separation and divorce. [34 C.F.R. 300.613]

The District will keep a record of parties obtaining access to education records collected, maintained or used under IDEA (except access by parents and authorized employees of the District), including:

- The name of the party;
- The date access was given; and
- The purpose for which the party is authorized to use the records. [C.F.R. 300.614]

If any education record includes information on more than one (1) child, the parents of those children have the right to inspect and review only the information relating to their child. [C.F.R. 300.615]

The District will provide parents on request a list of the types and locations of education records collected, maintained or used by the District. [C.F.R. 300.616]

The District may charge a fee for copies of records that are made for parents if the fee does not effectively prevent the parents from exercising their right to inspect and review records. [C.F.R. 300.617]

The District will not charge a fee to search for or to retrieve information. [C.F.R. 300.615]

A parent who believes that information in the education records collected, maintained or used by the District is inaccurate or misleading or violates the privacy or other rights of the child, may request the District to amend the information. [C.F.R. 300.618]

The District will decide whether to amend the information in accordance with the request in a reasonable period of time of receipt of the request. [C.F.R. 300.618]

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If the District refuses to amend the information in accordance with the request, it will inform the parent of the refusal and advise the parent of the right to a hearing under C.F.R 300.619. [C.F.R 300.618]

The District will, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child. [C.F.R 300.618]

If, as a result of a hearing, the District decides to amend information determined inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it will do so accordingly and so inform the parent in writing. [C.F.R 300.618]

If, as a result of a hearing, the District decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, the District will inform the parent of the parent's right to place in the maintained records a statement commenting on the information or setting forth any reasons for disagreeing with the District's decision. [C.F.R 300.618]

Parental consent will be obtained before personally identifiable information is disclosed to parties other than participating agencies, unless the information is contained in education records and the disclosure is authorized without parent consent under Family Educational Rights and Privacy Act (FERPA). [C.F.R 300.622]

Parental consent will be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with §300.321. [C.F.R 300.622]

If a child is enrolled, or is going to enroll in a private school that is not located in the boundaries of the district of the parent's residence, parental consent will be obtained before any personally identifiable information about the child is released between officials in the district where the private school is located and officials in the district of the parent's residence. [C.F.R 300.622]

The District will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. [C.F.R 300.623]

One (1) official at the District will assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information will receive training or instruction regarding the State's policies and procedures under 300.123 and FERPA (34 C.F.R. part 99). [C.F.R 300.623]

The District will maintain, for public inspection, a current listing of the names and positions of its employees who may have access to personally identifiable information. [C.F.R 300.623]

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The District will inform parents when personally identifiable information collected, maintained, or used for IDEA purposes is no longer needed to provide educational services to the child. [C.F.R 300.624]

The information will be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. [C.F.R 300.624]

The rights of the parents regarding educational records are transferred to the student at age eighteen (18) under FERPA unless the student has been declared legally incompetent, or the student has executed a delegation of rights to make educational decisions pursuant to A.R.S. 15-773. [C.F.R 300.625]

If the rights of the parents regarding educational records are transferred to the student at age eighteen (18) under the IDEA, the District will provide any notice required under the procedural safeguards provisions. [C.F.R 300.625]

## **Discipline**

On a case-by-case basis and in consideration of any unique circumstances, school personnel may remove a child with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten (10) consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under §300.536. [34 C.F.R. 300.530]

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the District will provide services to the extent required to:

- Enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting his/her IEP goals; and
- Receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. [34 C.F.R. 300.530]

The District is only required to provide services during periods of removal to a child with a disability who has been removed from his or her current placement for the (10) days or less in that school year, if it provides services to non-disabled children similarly removed. [34 C.F.R. 300.530]

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After a child with a disability has been removed from his or her current placement for ten (10) school days, and the current removal is for not more than ten (10) consecutive school days and not a change of placement, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed, so as to enable the child to continue to participate in the general education curriculum and to progress toward meeting the individualized education program (IEP) goals. [34 C.F.R. 300.530]

If the removal is a change in placement, the child's IEP team determines the appropriate services. [34 C.F.R. 300.530]

Within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the District, parent, and relevant members of the IEP team will review all relevant information in the student's file, the IEP, teacher observations, and any relevant information to determine:

- If the conduct was caused by, or had a direct and substantial relationship to, the child's disability; or
- If the conduct in question was the direct result of the District's failure to implement the IEP. [34 C.F.R. 300.530]

The conduct will be determined to be a manifestation of the disability if either of the above-named conditions occurred, and, if the IEP was not implemented, the District will take immediate steps to remedy that deficiency. [34 C.F.R. 300.530]

If the District, parent, and relevant members of the IEP team determine that the conduct was a manifestation of the child's disability, the child will be returned to the placement from which the child was removed, unless the parent and District agree to a change of placement. The IEP team will either:

- Conduct a functional behavioral assessment, unless already done, and implement a behavioral intervention plan; or
- If a behavioral intervention plan has already been developed, review the plan and modify it, as necessary, to address the behavior. [34 C.F.R. 300.530]

School personnel may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to manifestation of disability if the child:

- Carries a weapon to or possesses a weapon at school, on school premises, to or at a school function under the jurisdiction of the state or the District;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the state or the District; or

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- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the state or the District. [34 C.F.R. 300.530]

The District will notify parents and provide notice of procedural safeguards on the day the District determines the student has violated the code of conduct, and the violation constitutes a change in placement (i.e., interim alternative education setting). [34 C.F.R. 300.530]

The child's IEP team determines the interim alternative educational setting for services. [34 C.F.R. 300.531]

The parent of a child with a disability who disagrees with any decision regarding placement under §§300.530 and 300.531 or the manifestation determination may appeal the decision by requesting an expedited due process hearing in conformance with §§300.310 through 300.314 and A.A.C. R7-2-405.I. [34 C.F.R. 300.532]

When the District believes that maintaining the current placement of the child is substantially likely to cause injury to the child or others the District may appeal the decision by requesting an expedited due process hearing in conformance with §§300.310 through 300.314 and A.A.C. R7-2-405.I. [34 C.F.R. 300.532]

The student will remain in the interim alternative educational setting pending the decision of the hearing officer or expiration of the interim setting, whichever comes first, unless the parent and District agree otherwise. [34 C.F.R. 300.532]

A non-eligible student who engaged in a behavior that violated a code of student conduct may assert protections if the District had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred. The District will be deemed to have such knowledge if:

- The parent of the child expressed concern in writing to supervisory or administrative personnel of the District, or a teacher of the child, that the child is in need of special education and related services;
- The parent of the child requested an evaluation of the child pursuant to §§300.300 through 300.311; or
- The teacher of the child, or other personnel of the District, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education or to other supervisory personnel of the District. [34 C.F.R. 300.534]

The District will not be deemed to have knowledge if the parent of the child:

- Has not allowed an IDEA evaluation of the child;

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- Has refused special education services for the child; or
- The child has been evaluated and determined to not be a child with a disability under IDEA. [34 C.F.R. 300.534]

When the District does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be disciplined as other children without disabilities who engage in comparable behaviors.

If an evaluation is requested during the time in which a child is subjected to disciplinary measures, the evaluation will be conducted in an expedited manner.

- Until the evaluation is completed, the child remains in the educational placement determined by the District, which can include suspension or expulsion without educational services.
- If the child is determined to be a child with a disability, the District will provide special education and related services in accordance with this part, including the requirements of §§300.530 through 300.536. [34 C.F.R. 300.534]

The District may report a crime committed by a child with a disability to appropriate authorities to enable them to exercise their responsibilities. 34 C.F.R. 300.535]

When reporting a crime committed by a child with a disability the District ensures that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the District reports the crime, but only to the extent permitted by FERPA. [34 C.F.R. 300.535]

A change of placement occurs if:

- The removal is for more than ten (10) consecutive school days; or
- The child has been subjected to a series of removals that constitute a pattern:
  - because the series of removals total more than ten (10) school days in a school year;
  - because the child's behavior is substantially similar to the behavior in previous incidents that resulted in a series of removals; and
  - because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another. [34 C.F.R. 300.536]

The District will determine on a case-by-case basis whether a pattern of removals constitutes a change of placement, and such determinations are subject to review through due process and judicial proceedings. [34 C.F.R. 300.536]

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## Evaluation and Eligibility

The District, when proposing to conduct an initial evaluation to determine if a child qualifies as a child with a disability, and after reviewing existing data with the parents and providing prior written notice, will obtain informed consent from the parent of the child before collecting any additional data.

- Parental consent for initial evaluation will not be construed as consent for initial provision of special education and related services.
- The District will make reasonable efforts to obtain the informed consent from the parent for an initial evaluation. [34 C.F.R. 300.300]

For initial evaluations only, if the child is a ward of the state, is not residing with the child's parent, the District is not required to obtain consent from the parent if:

- Despite reasonable efforts to do so, the District cannot discover the whereabouts of the parents of the child;
- The rights of the parents of the child have been terminated by the court;
- The rights of the parent to make educational decisions have been subrogated by a judge and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child. [34 C.F.R. 300.536]

The District may, but is not required to seek informed consent through due process procedures if the parent of a child who is enrolled or seeking to enroll in the District refuses consent for an initial evaluation. [34 C.F.R. 300.300]

The District will obtain informed consent from the parent of the child before the initial provision of special education and related services to the child, and will make reasonable efforts to obtain that consent. [34 C.F.R. 300.300]

If a parent refuses consent for the initial provision of special education and related services, the District will not seek consent through due process hearing procedures. The District:

- Will not be considered to be in violation to provide a Free Appropriate Public Education (FAPE);
- Is not required to convene a IEP team meeting or develop an IEP for the child. [34 C.F.R. 300.300]

If, at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the District:

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- May not continue to provide special education and related services to the child, but shall provide prior written notice before ceasing the provision of special education and related services;
- May not use the mediation procedures or the due process procedures in order to obtain agreement or a ruling that the services may be provided to the child;
- Will not be considered in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
- Is not required to convene an IEP Team meeting or develop an IEP for the child for further provision of special education and related services.

The District will obtain informed consent prior to conducting any reevaluation of a child with a disability.

- If the parent refuses consent, the District may utilize due process hearing procedures to seek consent, but does not violate its obligation if it declines to pursue the evaluation or reevaluation.
- The informed parental consent for reevaluation need not be obtained if the District can demonstrate that:
  - it made reasonable efforts to obtain such consent and has documented those attempts;
  - the child's parent has failed to respond. [34 C.F.R. 300.300]

Parental consent is not required before:

- Reviewing existing data as part of an evaluation or reevaluation; or
- Administering a test or other evaluation that is administered to all children unless consent is required of parents of all children prior to administration. [34 C.F.R. 300.300]

The District will not use a parent's refusal to consent to one service or activity under this section to deny the parent or child any other service, benefit, or activity of the District, except as required by this part. [34 C.F.R. 300.300]

If a parent of a child who is home-schooled or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, the District will not utilize due process hearing procedures to seek consent. [34 C.F.R. 300.300]

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Consistent with consent requirements of §300.300, either a parent of a child or the District may initiate a request for an initial evaluation to determine if a child is a child with a disability. [34 C.F.R. 300.301]

The initial evaluation will:

- Be completed within sixty (60) days of receiving parental consent for the evaluation, unless:
  - the parents and the District agree that it is in the best interest of the child to extend the timeline to complete the evaluation for an additional thirty (30) days; or;
  - the child enrolls in the District following the child's departure from a previous district after the parent has provided consent and before the determination of eligibility by the child's previous district. In that event, the District ensures prompt completion of the evaluation.
  - the parent of a child with a disability repeatedly fails or refuses to produce the child for the evaluation.
- Consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child. [34 C.F.R. 300.301]

The District will conduct a reevaluation of a child with a disability if:

- The District determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
- If the child's parents or teacher requests a reevaluation; except
- The District will not conduct a reevaluation more than once a year unless the parent and District agree otherwise. [34 C.F.R. 300.303]

The District will conduct a reevaluation at least once every three (3) years, unless the parent and the District agree that a reevaluation is unnecessary. [34 C.F.R. 300.303]

The District will provide prior written notice to the parents of a child who has, or who is suspected of having, a disability, that describes the evaluation procedures that the District proposes to conduct. [34 C.F.R. 300.304]

In conducting an evaluation or reevaluation, the District will:

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- Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent in order to determine;
  - whether the child is a child with a disability; and
  - if the child is a child with a disability, information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and
- Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. [34 C.F.R. 300.304]

The District ensures that evaluation materials and strategies:

- Are selected and administered so as not to be discriminatory on a racial or cultural basis;
- Are administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so;
- Are used for the purposes for which the assessment(s) or measure(s) are valid and reliable;
- Are administered by trained and knowledgeable personnel;
- Are administered in accordance with the instructions provided by the assessment publisher;
- Are selected and administered so as to ensure that if administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure rather than reflecting the child's impairments (unless those skills are the factors being measured).

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- Assess the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, adaptive behavior, communicative status, and motor abilities; and
- Are sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not those needs are commonly associated with the child's disability.
- Provide relevant information that directly assists in determining the educational needs of the child. [34 C.F.R. 300.304]

Evaluations of children who transfer to or from another District in the same school year are coordinated with the prior and subsequent schools, in order to expedite the completion of a full evaluation. [34 C.F.R. 300.304]

As part of an initial evaluation (if appropriate), and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, will:

- Review existing evaluation data on the child including:
  - evaluations and information provided by the parents;
  - current classroom-based, local and state-wide assessments, and classroom-based observations;
  - observations by teachers, and related services providers.
- On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine whether:
  - the child is or continues to be a child with a disability, and, if so, the educational needs of the child;
  - the present levels of academic achievement and related developmental needs of the child;
  - whether the child needs special education and related services to enable the child to meet measurable annual IEP goals and to participate, as appropriate, in the general education curriculum.
- The IEP team may conduct the review without a meeting. [34 C.F.R. 300.305]

If additional data are needed, the District will administer the assessments required to obtain the additional data. [34 C.F.R. 300.305]

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If additional data are not needed to determine whether the child continues to be a child with a disability, and to determine the child's educational needs, the District will notify the parents of:

- The determination and the reasons for the determination; and
- The right of the parents to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs. [34 C.F.R. 300.305]

The District will evaluate a child before determining that the child is no longer a child with a disability except when the termination is due to graduation with a regular high school diploma or at the conclusion of the instructional year during which the child attained the age of twenty-two (22).

- When the child's eligibility terminates because of graduation or at the conclusion of the instructional year during which the child attained the age of twenty-two (22), the District will provide a summary of the child's academic achievement and functional performance that includes recommendations on how to assist the child in meeting the child's postsecondary goals. [34 C.F.R. 300.305]

Upon completion of the evaluation process, the District ensures that:

- A group of qualified professionals and the parent of the child determine:
  - if the child is a child with a disability under the Individuals with Disabilities Education Act and the Arizona State Statutes; and
  - if so, the educational needs of the child.
- The parents are provided, at no cost, a copy of the evaluation report and eligibility determination. [34 C.F.R. 300.306]

A child will not be determined to be a child with a disability if the primary factor for the determination is:

- Lack of appropriate instruction in reading, including the essential components of reading instruction (as defined in 1208(3) of the Elementary and Secondary Education Act [ESEA]);
- Lack of appropriate instruction in math; or
- Limited English proficiency. [34 C.F.R. 300.306]

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The eligibility determination, including education needs, will be based on all of the information sources used in the evaluation process, and if deemed eligible and in need of special education and related services, an IEP will be developed in accordance with §300.320 through 300.324. [34 C.F.R. 300.306]

Additional procedures for identifying children with specific learning disabilities:

- Option 1:
  - The District will use the state-adopted criteria for determining whether a child has a specific learning disability through a process based on the child's response to scientific, research-based intervention in conformity with IDEA Regulations §300.307-311. [34 C.F.R. 300.307]
- Option 2:
  - The District will use a criteria for determining whether a child has a specific learning disability through the identification of a severe discrepancy between intellectual ability and achievement in conformity with IDEA Regulations §300.307-311. [34 C.F.R. 300.307]
- Option 3:
  - The District will determine, on an individual child basis, the criteria for determining whether a child has a specific learning disability using one of the following criteria in conformity with IDEA Regulations §300.307-311:
    - ▲ The state-adopted criteria based on a child's response to scientific, research-based intervention;
    - ▲ The identification of a severe discrepancy between intellectual ability and achievement. [34 C.F.R. 300.307]

The determination of whether a child suspected of having a specific learning disability is a child with a disability will be made by the child's parents and a team of qualified professionals which will include:

- The child's regular education teacher; or
- If the child does not have a regular education teacher, then a regular education teacher qualified to teach children of that age;
- For a child of less than school age, an individual qualified by the state to teach children of his/her age;
- At least one (1) person qualified to conduct individual diagnostic evaluations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher. [34 C.F.R. 300.308]

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A child may be determined to have a specific learning disability if:

- The child does not achieve adequately for the child's age or to meet state-approved grade level standards in one (1) or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or meet state-approved grade level standards:
  - oral expression
  - listening comprehension
  - written expression
  - basic reading skill
  - reading fluency skills
  - reading comprehension
  - mathematics calculation
  - mathematics problem solving
- The child does not make sufficient progress to meet age or state-approved grade level standards in one (1) or more of the areas in listed immediately above when using a process based on the child's response to scientific, research-based intervention; or
- The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, through one (1) of the following methods:
  - a discrepancy between achievement and ability;
  - the child's response to scientific, research-based interventions, or
  - other alternative research-based procedures,

using appropriate assessments. [34 C.F.R. 300.309]

The findings of this section are not primarily the result of:

- A visual, hearing or motor disability;
- Mental retardation;
- Emotional disturbance;
- Cultural factors;

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- Environmental or economic disadvantage; or
- Limited English proficiency. [34 C.F.R. 300.309]

The group ensures that the underachievement is not due to a lack of appropriate instruction in reading or math and consider:

- Data that demonstrate that prior to, or as part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
- Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parents. [34 C.F.R. 300.309]

The District will promptly request parent consent to evaluate if, prior to referral, the child has not made adequate progress after an appropriate period of time when provided instruction described in the two (2) immediately preceding bullets. [34 C.F.R. 300.309]

The District ensures that the child is observed in his/her learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty. [34 C.F.R. 300.310]

In the case of a child less than school age or out of school, a group member will observe the child in an environment appropriate for a child that age. [34 C.F.R. 300.310]

For a child suspected of having a specific learning disability, the eligibility determination will contain a statement of:

- Whether the child has a specific learning disability;
- The basis for making the determination, including an assurance the determination was made in accordance with the Individuals with Disabilities Education Act;
- The relevant behavior, if any, noted during the observation and the relationship of that behavior to the child's academic functioning;
- The educationally relevant medical findings, if any;
- Whether the child does not achieve adequately for his/her age or to meet state-approved grade level standards consistent with whether the child has a specific learning disability; and does not make sufficient progress to meet age or state-approved grade level standards consistent with the basis of a determination in accordance with IDEA; or

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- The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade level standards or intellectual development consistent with the observation of relevant behavior.
- The determination of the group concerning the effects of a visual, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency of the child's achievement level. [34 C.F.R. 300.311]

If the child participated in a process that assessed the child's response to scientific, research-based intervention:

- The instructional strategies used and the student-centered data collected; and
- The documentation that the child's parents were notified about the state's policies regarding the amount and nature of student performance that would be collected and the general education services that would be provided;
- Strategies for increasing the rate of learning; and
- The parent's right to request an evaluation. [34 C.F.R. 300.311]

Each group member will certify in writing whether the report reflects the member's conclusion. If it does not, the group member will submit a separate statement presenting the member's conclusions. [34 C.F.R. 300.311]

### **Free Appropriate Public Education**

The determination that a child is eligible for special education and related services will be made on an individual basis by a properly constituted District team. [34 C.F.R. 300.306 and, if applicable, 300.308]

For preschool children (age three [3] to five [5]):

- The School will:
  - Make FAPE available no later than the child's third birthday;
  - Ensure that an IEP or an Individualized Family Service Plan (IFSP) is in effect for each child by that date;
  - Ensure that a child's IEP team determines the date when services under the IEP or IFSP will begin if a child's third birthday occurs during the summer.

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For school-aged children (age five [5] through twenty-one [21]):

- The District will make FAPE available to any child who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade to grade. Services for an eligible student with a disability shall extend through conclusion of the instructional year during which the student attains the age of twenty-two (22).

The District will establish policy and procedures with regard to allowable pupil-teacher ratios and pupil-staff ratios within the District or county for provision of special education services. [A.R.S. 15-764]

The special education programs and services provided shall be conducted only in a school facility which houses regular education classes or in other facilities approved by the division of special education. [A.R.S. 15-764]

The District ensures that assistive technology devices or services or both will be available to a child with a disability, if required, as a part of:

- special education;
- related services;
- supplementary aids and service. [34 C.F.R. 300.105]

On a case-by-case basis, the District ensures the use of school-purchased assistive technology devices in a child's home or other setting if the child's IEP team determines that the child needs access to those devices in order to receive FAPE. [34 C.F.R. 300.105]

The District will make extended school year services available as necessary to provide FAPE to children with disabilities.

- Extended school year (ESY) services will be provided only if a child's IEP team determines, in accordance with §§300.320-300.324, that the services are necessary for the provision of FAPE.
- Services will not be:
  - limited to a particular category of disability; or,
  - unilaterally limited to the type, amount, or duration of services. [34 C.F.R. 300.106]

The ESY services that are provided to a child with a disability will:

- Be provided beyond the normal school year of the District;
- Be provided in accordance with the child's IEP;

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- Be provided at no cost to the parents of the child; and
- Meet the standards of the state. [34 C.F.R. 300.106]

The District will afford children with disabilities an equal opportunity for participation in nonacademic and extracurricular services and activities including, as determined appropriate and necessary by the child's IEP team, the provision of supplementary aids and services. [34 C.F.R. 300.107]

Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the District and assistance in making outside employment available. [34 C.F.R. 300.107]

The District will make regular physical education services available to children with disabilities to the same extent that the District provides those services to children without disabilities, unless:

- The child is enrolled full time in a separate facility; or
- The child needs specially designed physical education as prescribed in the child's IEP. [34 C.F.R. 300.108]

If a child is enrolled in a separate facility, the District ensures that the child receives appropriate physical education services. [34 C.F.R. 300.108]

If special physical education is prescribed in a child's IEP, the District will provide for those services, either directly or through other public or private programs. [34 C.F.R. 300.108]

The District ensures that children with disabilities have available to them the variety of education programs and services that are available to nondisabled children, including art, music, industrial arts, consumer and homemaking education, and vocational education. [34 C.F.R. 300.110]

When serving children wearing hearing aids or surgically implanted medical devices, the District ensures that:

- The hearing aids worn in school by children with hearing impairments are functioning properly; and
- The external components of surgically implanted medical devices (e.g., cochlear implants) are functioning properly, except that the District will not be responsible for any post-surgical maintenance, programming or replacement of any component, external or internal, of the medical device. [34 C.F.R. 300.113]

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The District may use the Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for services required under IDEA, as permitted under the public benefits or insurance program, except that the District:

- Will not require parents to sign up for or enroll in public benefits or insurance programs to receive FAPE;
- Will not require parents to incur out-of-pocket expenses such as payment of a deductible or co-pay for services required by IDEA, but may pay the cost that parents otherwise would be required to pay;
- Will not use a child's public benefit if that use would:
  - decrease lifetime benefits;
  - result in the family paying for non-school services that would otherwise be paid for by public benefits;
  - increase premiums or lead to discontinuation of benefits; or
  - risk loss of eligibility. [34 C.F.R. 300.154]

The District will notify parents that their refusal to allow access to their public benefits does not relieve the District of its responsibility to provide all required IDEA services. [34 C.F.R. 300.154]

The District will obtain parent consent consistent with §300.09 each time that access to public benefits are sought. [34 C.F.R. 300.154] prior to accessing a child's or parent's public benefits or insurance for the first time.

The District will provide a written notification to the child's parents before accessing the child's or parent's public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter.

## **Graduation**

The District ensures that the Governing Board shall prescribe graduation criteria for students with disabilities from its high schools, which shall include accomplishment of the academic standards in at least reading, writing, mathematics, science and social studies, as determined by District assessment. [A.R.S. 15-701(B) and A.A.C. R7-2-301(D)(1)]

The District ensures that the Governing Board shall develop a course of study and graduation and promotion requirements for all students placed in special education programs in accordance with R7-2-401 *et seq.* [A.R.S. 15-701(B) and A.A.C. R7-2-301(D)(1)]

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The District will not be obligated to provide FAPE to students with disabilities who have graduated from high school with a regular high school diploma. [34 C.F.R. 300.102]

The exception does not apply to children who have graduated from high school but have not been awarded a regular high school diploma. [34 C.F.R. 300.102]

Graduation from high school with a regular high school diploma constitutes a change of placement requiring prior written notice in accordance with §300.503. [34 C.F.R. 300.102]

An evaluation is not required before the termination of a child's eligibility due to graduation from secondary school with a regular diploma or due to conclusion of the instructional year during which the student attains the age of twenty-two (22). [34 C.F.R. 300.305]

For a child no longer eligible due to graduation or exceeding the age of eligibility, the District will provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's post secondary goals. [34 C.F.R. 300.305]

Pupils with disabilities as defined in A.R.S. 15-761 or children who receive special education as defined in 15-763, shall not be required to achieve passing scores on competency tests (AIMS) in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on a competency test is specifically required in a specific academic area by the pupil's IEP as mutually agreed on by the pupil's parents (or eighteen [18] year old student) and IEP team. [A.R.S. 15-701.01(3)]

### **Individualized Education Program**

The contents of each individualized education program (IEP) will include a statement of:

- The child's present levels of academic achievement and functional performance, including:
  - how the child's disability affects the child's involvement and progress in the general curriculum; or
  - for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- Measurable annual goals, including academic and functional goals designed to:

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- meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
- meet each of the child's other educational needs that result from the child's disability;
- for children with disabilities who take alternate assessments (AIMS A) aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
- How the child's progress toward meeting the IEP goals will be measured and when periodic reports on the child's progress toward the goals will be provided;
- The special education and related services to be provided to the child, the supplementary aids and services to be provided to the child or on behalf of the child, the program modifications or supports for school personnel that will be provided to enable the child:
  - to advance appropriately toward attaining the annual goals;
  - to be involved in and progress in the general education curriculum and to participate in extracurricular and other nonacademic activities with other children with disabilities and nondisabled children.
- The extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and other nonacademic activities;
- Any individual accommodations that are needed to measure the academic achievement and functional performance of the child on state and District-wide assessments;
- If the IEP team determines that the child must take an alternate assessment instead of a particular regular state or District-wide assessment of student achievement, a statement of why:
  - the child cannot participate in the regular assessment; and
  - the particular alternate assessment selected is appropriate for the child;
- The projected date for the beginning of the services and modifications and the anticipated frequency, location, and duration of those services and modifications. [34 C.F.R. 300.320]

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Beginning not later than the first IEP to be in effect when the child turns sixteen (16), or younger if determined appropriate by the IEP team, and updated annually, the IEP will also include a statement of:

- appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate independent living skills;
- transition services (including courses of study) needed to assist the child in reaching those goals. [34 C.F.R. 300.320]

Beginning not later than one (1) year before a student reaches the age of eighteen (18), the IEP will include a statement that the parents and the student have been informed of the rights under Part B, if any, that will transfer to the student on reaching the age of eighteen (18). [34 C.F.R. 300.320]

The IEP team for each child with a disability will include:

- The parents of the child;
- Not less than one (1) regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
- Not less than one (1) special education teacher of the child, or where appropriate, not less than one special education provider of the child;
- A representative of the District who:
  - is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - is knowledgeable about the general education curriculum; and
  - is knowledgeable about the availability of resources of the District;
  - may be a District team member described in the IEP team described above, with the exception of the parents, if the above criteria are met.
- An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in the IEP team described above, with the exception of the parents.
- At the discretion of the parent or the District, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- Whenever appropriate, the child with a disability.

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- A child of any age if the purpose of the meeting is to consider postsecondary goals and transition services needed to assist the child in reaching the IEP goals;
- If the student does not attend the IEP meeting, the District will take other steps to ensure that the student's preferences and interests are considered.
- To the extent appropriate and with consent of the parents or the adult child;
  - the District will invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.
  - for a child who is transitioning from the Arizona Early Intervention Program (AzEIP), representatives from AzEIP will be invited to the initial IEP if the parent requests. [34 C.F.R. 300.321]

A member of the District IEP team described above, and including a person who can interpret the results, is not required to attend the IEP meeting if the parent and the school agree in writing prior to the meeting that attendance is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting. [34 C.F.R. 300.321]

A member of the District IEP team described above, and including a person who can interpret the results, may be excused from attending the IEP meeting in whole or part when the meeting involves a modification to or discussion of the member's area of the curriculum or related services if the parent, in writing and the District consent to the excusal, and the member submits, in writing to the IEP team, input into the development of the IEP prior to the meeting. [34 C.F.R. 300.321]

In the case of a child previously served by AzEIP, an invitation to the initial IEP team meeting will, at the request of the parent, be sent to the AzEIP service coordinator to assist with the smooth transition of services. [34 C.F.R. 300.321]

The District will take steps to ensure parent(s) of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate by:

- Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
- Scheduling the meeting at a mutually agreed on time and place. [34 C.F.R. 300.322]

The meeting notice will:

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- Indicate the purpose, time, and location of the meeting and who will be in attendance; and
- Inform the parents of the provisions relating to the participation of other individuals who have knowledge or special expertise about the child and of representatives of the AzEIP if the meeting is for an initial IEP of a child transitioning from AzEIP. [34 C.F.R. 300.322]

Beginning not later than the first IEP to be in effect when the child turns sixteen (16), the notice will also:

- Indicate that a purpose of the meeting will be the consideration of postsecondary goals and transition services;
- Indicate that the District will invite the student
- Identify any other agency that will be invited to send a representative. [34 C.F.R. 300.322]

If neither parent can attend, the District will use other methods to ensure parent participation, including individual or conference telephone calls. [34 C.F.R. 300.322]

A meeting may be conducted without a parent in attendance if the District is unable to convince the parents that they should attend. In this case, the District will maintain a record of its attempts to arrange a mutually agreed on time and place, such as:

- Detailed records of telephone calls made or attempted and the results of those calls;
- Copies of correspondence sent to the parents and any responses received; and
- Detailed records of visits made to the parent's home or place of employment and the results of those visits. [34 C.F.R. 300.322]

The District will take whatever action is necessary to help the parent understand the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. [34 C.F.R. 300.322]

The District will give the parent a copy of the child's IEP at no cost to the parent. [34 C.F.R. 300.322]

At the beginning of each school year, the District will have in effect for each child with a disability in its jurisdiction, an IEP as defined in 300.320. [34 C.F.R. 300.323]

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The District ensures that:

- A meeting to develop an IEP for an eligible child is conducted within thirty (30) days of a determination of eligibility for special education and related services.
- As soon as possible following the development of the IEP, the services indicated in the IEP are made available to the child. An IEP will be in effect at the beginning of each school year. [34 C.F.R. 300.323]

For a child aged two (2) years nine (9) months to five (5) years previously served by AzEIP, the IEP team will consider the contents of the child's Individualized Family Service Plan (IFSP). An IFSP may serve as the IEP of the child if:

- The District has provided the parents with a detailed explanation of the differences between an IEP and an IFSP;
- The parent and the District agree in writing to the use of an IFSP;
- The IFSP contains an educational component that promotes school readiness and includes pre-literacy, language and numeric skills; and
- The IFSP is developed in accordance with IEP procedures. [34 C.F.R. 300.323]

The District ensures that each child's IEP is accessible to each regular education teacher, special education teacher, related service provider and any other service provider who is responsible for implementing the IEP.

- Each teacher and related service provider will be informed of his or her specific responsibilities in implementing the IEP; and
- The specific accommodations, modifications, and supports that will be provided for the child in accordance with the IEP. [34 C.F.R. 300.323]

For a child with an IEP who transfers into the District from another school system in Arizona, the District, in consultation with the parents, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the District:

- Reviews and adopts the child's IEP from the previous District, or
- Develops, adopts, and implements a new IEP. [34 C.F.R. 300.323]

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For a child with an IEP who transfers into the District from another state, the District, in consultation with the parents, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the District:

- Conducts an evaluation for eligibility for special education in Arizona, or determines that such an evaluation is unnecessary; and
- Develops, adopts, and implements a new IEP, if appropriate. [34 C.F.R. 300.323]

To facilitate the transition of a child enrolling from another school system, either from within or from outside of Arizona, the District will take reasonable steps to promptly obtain the child's education records, including all records pertaining to special education, from the previous school system in which the child was enrolled. [34 C.F.R. 300.323]

When a records request is received from another District, from either within or outside of Arizona, the District will promptly respond to the request. [34 C.F.R. 300.323]

In developing each child's IEP, the IEP team will consider:

- The strengths of the child and the concerns of the parents for enhancing the education of their child;
- The results of the initial or most recent evaluation of the child; and
- The academic, developmental, and functional needs of the child. [34 C.F.R. 300.324]

In consideration of special factors, the IEP team will:

- In the case of a child whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies to address that behavior;
- In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
- In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille) that instruction in Braille or the use of Braille is not appropriate for the child;

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- Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communication with peers and professional personnel in the child's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the child's language and communication mode;
- Consider whether the child requires assistive technology devices and services. [34 C.F.R. 300.324]

The regular education teacher of a child with a disability, as a member of the IEP team, will, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including the determination of:

- Appropriate positive behavioral interventions and strategies for the child; and
- Supplementary aids and services, program modifications, and/or supports for school personnel that will be provided for the child, consistent with §300.320(a)(4). [34 C.F.R. 300.324]

In making changes to the IEP after the annual IEP meeting, the parent and the District may agree to amend the IEP without a meeting for the purpose of making those changes and, instead, develop a written document to amend or modify the child's current IEP. The District will:

- Inform all members of the child's IEP team of those changes, and
- Upon request, provide the parents with the revised copy of the IEP. [34 C.F.R. 300.324]

To the extent possible, the District will encourage the consolidation of evaluation, reevaluation and IEP meetings for a child. [34 C.F.R. 300.324]

The District ensures that the IEP team reviews the child's IEP periodically, but not less than annually, to determine if goals are being achieved, and revise the IEP, when appropriate, to address:

- any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate;
- the results of any reevaluation;
- information about the child provided to, or by the parents;
- the child's anticipated needs, or other matters. [34 C.F.R. 300.324]

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If a participating agency other than the District fails to provide the transition services in an IEP, the District will reconvene the IEP team to identify alternative strategies to meet the child's transition outcomes. [34 C.F.R. 300.324]

Before the District places a child with a disability in a private school or facility, the District will initiate and conduct a meeting to develop an IEP for the child and ensure that a representative of the private school or facility attends the meeting in person or by conference call. [34 C.F.R. 300.325]

Subsequent IEP reviews may be initiated and conducted by the private school at the discretion of the District. However, the District ensures that:

- The parents and District representative are involved in any decisions about the child's IEP; and
- Agree to any proposed changes in the IEP before those changes are implemented. [34 C.F.R. 300.325]

The District remains responsible to ensure FAPE to a child placed by the District in a private school or facility. [34 C.F.R. 300.325]

The District ensures that the parents of a child with a disability are members of any group that makes decisions on the educational placement of their child. [34 C.F.R. 300.327]

### **Least Restrictive Environment**

The District ensures that special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. [34 C.F.R. 300.114]

The District will make available a continuum of alternative placements to meet the needs of children with disabilities for special education and related services. [34 C.F.R. 300.115]

The continuum of alternative placements will include:

- Instruction in regular classes, special classes, special schools, home instruction, and instruction in hospital and institutions;
- Supplementary services, such as a resource room or itinerant instruction, to be provided in conjunction with regular class placement.

The placement decision for each child will be:

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- Made by a group that includes the parents and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
- In conformity with the least restrictive environment (LRE) provisions of the IDEA regulations;
- Determined at least annually;
- Based on the child's IEP; and,
- As close as possible to the child's home. [34 C.F.R 300.115]

Unless the IEP of a child requires some other arrangement, the child will be educated in the school that he or she would attend if not disabled. [34 C.F.R 300.115]

In selecting the LRE, consideration will be given to any potential harmful effect on the child or on the quality of services that she/he needs. [34 C.F.R 300.115]

A child with a disability will not be removed from age-appropriate regular classrooms solely because of needed modifications in the general education curriculum. [34 C.F.R 300.115]

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and other nonacademic activities, the District ensures that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of that child. [34 C.F.R 300.117]

The District ensures that the supplementary aides and services determined by the IEP team to be appropriate and necessary are provided to allow the child to participate in nonacademic settings. [34 C.F.R 300.115]

The District will establish, maintain, and implement procedural safeguards that meet the requirements of §300.500 through 300.536 of the IDEA Regulations.

### **Procedural Safeguards**

The District ensures that the parents of a child with a disability shall be given an opportunity to inspect and review all education records with respect to the identification, evaluation, educational placement, and the provision of FAPE to the child. [34 C.F.R. 300.501]

The District ensures that the parents of a child with a disability shall:

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- be given an opportunity to participate in meetings with respect to the identification, evaluation, educational placement and the provision of FAPE to the child.
- be provided notice consistent with §300.322 to ensure they have opportunity to participate in meetings.
- be members of any group that makes decisions on the educational placement of their child. [34 C.F.R. 300.501]

If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the District must use other methods to ensure their participation, including individual or conference telephone calls, or video conferencing. [34 C.F.R. 300.501]

A placement decision may be made by a group without the involvement of the parent, if the District is unable to obtain the parent's participation and has maintained a record of its attempts to ensure their involvement. [34 C.F.R. 300.501]

The parents of a child with a disability have the right to obtain an independent educational evaluation of their child. The District must provide to parents, upon request for an independent educational evaluation:

- Information about where an independent educational evaluation may be obtained; and
- The District criteria applicable for independent educational evaluations. District criteria for the independent educational evaluation must be the same as the criteria the District uses when it conducts an evaluation, to the extent consistent with the parent's right to an evaluation. [34 C.F.R. 300.502]

A parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the District. If a parent requests an independent educational evaluation at public expense, the District must, without unnecessary delay, either:

- File for a due process hearing to show that its evaluation is appropriate; or
- Ensure that an independent educational evaluation is provided at public expense, unless the District demonstrates in a hearing that the evaluation obtained by the parent did not meet District criteria. [34 C.F.R. 300.502]

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If a due process hearing decision is that the District's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense. [34 C.F.R. 300.502]

If a parent requests an independent educational evaluation, the District may ask for the parent's reasons for the objections, but may not require the parent to provide an explanation and may not unreasonably delay either providing the independent educational evaluation at public expense or filing a request for due process to defend its evaluation. [34 C.F.R. 300.502]

A parent is entitled to only one (1) independent educational evaluation at public expense each time the District conducts an evaluation with which the parent disagrees. [34 C.F.R. 300.502]

The results of any independent educational evaluation which is obtained by or provided to the District:

- must be considered by the District, if it meets District criteria, in any decision with respect to the provision of FAPE to the child; and
- may be presented by any party as evidence in a due process hearing. [34 C.F.R. 300.502]

If a hearing officer requests an independent educational evaluation as part of a due process hearing, the cost of the evaluation must be at public expense.

Written notice must be given to the parents of a child with a disability a reasonable time before the District:

- Proposes to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child; or
- Refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child. [34 C.F.R. 300.503]

The notice must include:

- A description of the action proposed or refused by the District;
- An explanation of why the District proposes or refuses to take the action;
- A description of each evaluation procedure, assessment, record or report the District used as a basis for the proposed or refused action;

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- A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
- Sources for parents to contact to obtain assistance in understanding the provisions of this part;
- A description of other options that the IEP team considered and the reasons why those options were rejected;
- A description of other factors that are relevant to the District's proposal or refusal. [34 C.F.R. 300.503]

The notice must be written in language understandable to the general public, provided in the native language or other mode of communication used by the parent. [34 C.F.R. 300.503]

If the native language or other mode of communication used by the parent is not a written language, the District ensures:

- the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
- That the parent understands the content of the notice;
- That there is written evidence of these requirements. [34 C.F.R. 300.503]

A copy of the procedural safeguards available to the parent of a child with a disability must be given to the parents only one (1) time a school year, except that a copy also must be given to the parents:

- Upon initial referral or parent request for evaluation;
- Upon receipt of a first complaint to the state or first request for a due process hearing in a school year;
- When a disciplinary change of placement /removal has been initiated;
- Upon request by a parent. [34 C.F.R. 300.504]

The procedural safeguards notice must include a full explanation of all the procedural safeguards available under §300.148, §§300.151 through 300.153, §300.300, §§300.502 through 300.503, §§300.505 through 300.515, §300.520, §§300.530 through 536, and §§300.610 through 300.625 relating to:

- Independent educational evaluations;

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

- Prior written notice;
- Parental consent;
- Access to education records;
- Opportunity to present and resolve complaints through the due process hearing and state complaint procedures, including;
  - The time period in which to file a complaint;
  - The opportunity for the District to resolve the complaint;
  - The difference between due process hearing and state complaint procedures, jurisdictions, issues that may be raised, timelines, and relevant procedures.
- The availability of mediation;
- The child's placement during the due process hearing;
- Procedures for students subject to placement in an interim alternative educational setting;
- Requirements for unilateral placements by parents of children in private schools at public expense;
- Due process hearings including requirements for disclosure of evaluation results and recommendations;
- Civil actions, including timelines;
- Attorney fees. [34 C.F.R. 300.504]

This notice must meet the same requirements for understandable language as for the written prior notice described in §300.503. [34 C.F.R. 300.504]

The parent of a child with a disability may elect to receive required notices by an electronic mail communication if the District makes that option available. [34 C.F.R. 300.505]

The District will establish procedures to allow parties to disputes, including those matters arising prior to a request for a due process hearing, to resolve disputes through mediation. Procedures will ensure that the mediation process:

- Is voluntary on the part of the parties;
- Is not used to deny or delay a parent's right to a due process hearing or any other right under the IDEA;

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- Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques. [34 C.F.R. 300.506]

The District may establish procedures to offer to parents and schools that choose not to use mediation an opportunity to meet, at a time and location convenient to the parties, with a disinterested party:

- Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center, or community parent resource center;
- Who would explain the benefits of, and encourage the mediation process to the parents. [34 C.F.R. 300.506]

A parent or District may file a request for a due process hearing relating to the identification, evaluation or educational placement of a child with a disability. [34 C.F.R. 300.507]

The request for a due process hearing must allege a violation that occurred not more than two (2) years before the date the parent or District knew or should have known about the alleged violation. [34 C.F.R. 300.507]

The District must inform the parent of any free or low cost legal and other relevant services available in the area upon parent request. [34 C.F.R. 300.507]

The District will have procedures that require either party, or the attorney representing a party, to provide to the other party a confidential due process complaint. [34 C.F.R. 300.508]

The party filing the notice for a hearing must forward a copy of the request to the state. [34 C.F.R. 300.508]

The due process hearing complaint must include the following in order for the complaint to be heard:

- The name of the child;
- The residential address of the child;
- The school of attendance;
- A description of the nature of the problem of the child relating to the proposed or refused initiation or change, including facts relating to the problem; and
- A proposed resolution of the problem to the extent known and available to the party at the time. [34 C.F.R. 300.508]

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

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The due process complaint will be deemed sufficient unless the party receiving the complaint notifies the hearing officer and the other party in writing, within fifteen (15) days of receipt of the complaint, that it believes the complaint does not meet the content requirements. [34 C.F.R. 300.508]

Within five (5) days of receipt of notice, the hearing officer must determine whether the complaint meets the requirements and notify the parties, in writing, of that determination. [34 C.F.R. 300.508]

A party may amend its due process complaint only if:

- The other party consents in writing and is given an opportunity to resolve the complaint through the resolution process; or
- The hearing officer grants permission, but in no case later than five (5) days before the due process hearing begins. [34 C.F.R. 300.508]

If a party files an amended complaint, the relevant timelines begin again. [34 C.F.R. 300.508]

If the District has not sent a prior written notice to the parent regarding the subject matter contained in the due process complaint, it must do so within ten (10) days of receiving the complaint. [34 C.F.R. 300.508]

Within ten (10) days of receiving the complaint, the receiving party will send to the other party a response that specifically addresses the issues raised in the due process complaint. [34 C.F.R. 300.508]

Within fifteen (15) days of receiving the notice of the parent's due process complaint, and prior to the initiation of a due process hearing, the District must convene a meeting with the parent and the relevant members of the IEP team who have specific knowledge of the facts identified in the complaint that:

- Includes a representative of the District who has District decision-making authority;
- May not include an attorney of the District unless the parent is accompanied by an attorney. [34 C.F.R. 300.510]

The purpose of the meeting is for the parent of the child to discuss the due process complaint, and the factual basis of the complaint, so the District has the opportunity to resolve the dispute. [34 C.F.R. 300.510]

The resolution meeting need not be held if:

- The parent and District agree in writing to waive the meeting; or

|                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p> |
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- The parent and District agree to use the mediation process. [34 C.F.R. 300.510]

The parent and the District determine the relevant IEP team members to attend the meeting. [34 C.F.R. 300.510]

If the District has not resolved the complaint to the satisfaction of the parent within thirty (30) days of the receipt of the complaint, the due process hearing may occur. The timeline for issuing a final decision begins at the end of this thirty (30) day period. [34 C.F.R. 300.510]

The failure of the parent to participate in the resolution meeting that has not been mutually agreed to be waived, will delay the timelines for the resolution process and due process hearing until the meeting is held. [34 C.F.R. 300.510]

If the District is unable to obtain the participation of the parent after reasonable efforts have been made and documented, the District may, at the conclusion of the thirty (30) day period, request the hearing officer dismiss the parent's due process complaint. [34 C.F.R. 300.510]

If the District fails to hold the resolution meeting within fifteen (15) days of receiving the complaint or fails to participate in the meeting, the parent may request that the hearing officer begin the hearing timeline. [34 C.F.R. 300.510]

The forty-five (45) day timeline for the due process hearing starts the day after:

- Both parties agree in writing to waive the resolution meeting; *or*
- After either the mediation or resolution meeting starts but before the end of the thirty (30) day resolution period, the parties agree in writing that no agreement is possible; *or*
- If both parties agree in writing to continue the mediation at the end of the thirty (30) day resolution period, but later, one (1) party withdraws from the mediation process. [34 C.F.R. 300.510]

If a resolution is reached at the meeting, the parties must execute a legally binding agreement that is:

- Signed by both the parent and District representative who has authority to legally bind the District; and
- Enforceable in any state court of competent jurisdiction or in a district court of the United States. [34 C.F.R. 300.510]

Either party may void the agreement within three (3) business days of the agreement's execution. [34 C.F.R. 300.510]

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The child involved in the due process hearing complaint must remain in his or her current educational placement:

- Unless a discipline appeal has been filed as provided in §300.533;
- During the pendency of any administrative or judicial proceeding regarding a due process complaint notice requesting a due process hearing under §300.507; or
- Unless the District and parents of the child agree otherwise. [34 C.F.R. 300.518]

If the complaint involves an application for initial admission to public school, the child, with the consent if the parents, must be placed in the public school until the completion of all the proceedings. [34 C.F.R. 300.518]

If the complaint involves an application for initial services for a child who has turned three (3) and transitioning from Part C to Part B, the District is not required to provide the Part C services the child had been receiving. If the child is found eligible for special education and related services under Part B, and the parent consents to the initial provision of services under §300.300(b), then the District must provide those services that are not in dispute. [34 C.F.R. 300.518]

If the hearing officer agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and parent for the purposes of (1)(c) of this section. [34 C.F.R. 300.518]

The District ensures that the rights of a child are protected by assigning an individual to act as a surrogate for the parents when:

- No parent can be identified;
- After reasonable efforts are made, no parent can be located;
- The child is a ward of the state (with no foster parent);
- The child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act. [34 C.F.R. 300.519]

The District will have a method for determining when a surrogate parent is needed and for making surrogate parent assignments. [34 C.F.R. 300.519]

The District ensures that a person selected as a surrogate parent:

- Is not an employee of the state, the District, or any other agency that is involved in the education or care of the child;
- Has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and

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- Has knowledge and skills that ensure adequate representation of the child.  
[34 C.F.R. 300.519]

In the case of an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all the requirements of this section. [34 C.F.R. 300.519]

When a child with a disability reaches age eighteen (18), unless that child has been determined to be incompetent:

- The District will provide any notice required by the IDEA regulations to both the child and the parents; and
- All rights accorded to parents under Part B of the Act transfer to the child.  
[34 C.F.R. 300.520]

When the rights are transferred, the District will provide notice to the child and parent of the transfer of rights. [34 C.F.R. 300.520]

### **ASBA Discussion**

**Policy Advisory No. 487. Policy IMG — Animals in Schools.** The changes to IMG reflect the passage of HB2401 (Laws 2013, Chapter 59) defining "service animal" for the purposes of exempting service animals to policies prohibiting animals in certain school settings. These changes to statute mirror requirements under the federal Americans with Disabilities Act of 2010 and regulations implementing this law.

### **HUSD Summary & Recommendation — Danny Brown**

#### **PA #487      IMG — Animals in Schools**

This policy advisory clearly defines "service animal." It also states that no public place shall discriminate against someone who utilizes service animals if the work or task performed by that service animal is related to the individual's disability.

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

## ANIMALS IN SCHOOLS

The Superintendent may establish procedures for appropriately and humanely bringing live animals into a classroom. Such procedures shall forbid the transporting of live animals that are not service animals on school buses.

~~Seeing-eye and service dogs are permitted on school buses and in classrooms to perform the functions for which they are trained. A dog's laminated identification card may be requested for verification.~~

~~Pets and other animals are not permitted on District property, or in District vehicles, unless the animal is a service animal or is present for an educational purpose by written approval from the Superintendent or school principal.~~

Service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Service animal does not include other species of animals, whether wild or domestic or trained or untrained.

Any person or entity that operates a public place shall not discriminate against individuals with disabilities who use service animals if the work or tasks performed by the service animal are directly related to the individual's disability. Work or tasks include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 11-1024  
A.A.C. R17-9-102

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

### **ASBA Discussion**

**Policy Advisory No. 488 JLCB-E — Immunization of Students.** The exhibit has been revised to incorporate the 2013-2014 changes provided by the Arizona Immunization Program Office.

### **HUSD Summary & Recommendation — Danny Brown**

#### **PA #488      JLCB-E — Immunization of Students**

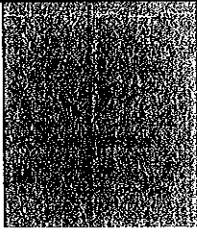
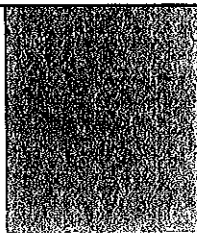
This exhibit has been updated for 2013-14 to include the changes recommended by the Arizona Immunization Program Office. Language has been added requiring proof of immunizations or valid exemptions and the forms have been revised and made available through the AZ Department of Health Services.

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

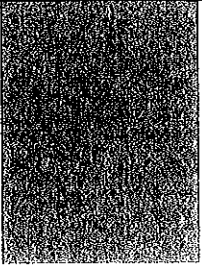
# EXHIBIT

## IMMUNIZATION OF STUDENTS

### 20123-20134 ARIZONA SCHOOL IMMUNIZATION REQUIREMENTS

| Age                                                                                   | Under Age<br>Seven (7)                                                                                                                                                                                                                           | Seven (7)<br>through<br>ten (10) years                                                                                                    | Eleven (11)<br>years<br>and older                                                                                                                                                                                                                                                                                                                  | Eleven (11)<br>years<br>and older                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grade                                                                                 | Kindergarten<br>(K) and above                                                                                                                                                                                                                    | Kindergarten<br>(K) through fifth<br>(5th) grades                                                                                         | Sixth (6th)<br>through <del>tenth</del><br><u>eleventh</u><br>( <del>10</del> <u>11</u> )th<br>grades only                                                                                                                                                                                                                                         | <del>Eleventh (11th)</del><br>and <del>Twelfth</del><br>(12th) grades                                                                                                                                                                                                                                                                                                                                       |
| Vaccines                                                                              |                                                                                                                                                                                                                                                  |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>DTaP / DTP /<br/>DT</b><br><br>(Diphtheria,<br>tetanus,<br>acellular<br>pertussis) | Four (4) to five<br>(5)* doses.<br><br>At least one (1)<br>dose at four (4)<br>years of age or<br>older is<br>required.<br><br>*A sixth (6th)<br>dose is required<br>if five (5) doses<br>have been<br>given before<br>four (4) years<br>of age. | History of four<br>(4) DTaP or a<br>total of three (3)<br>tetanus and<br>diphtheria doses<br>given after<br>twelve (12)<br>months of age. | One (1) Tdap<br>dose is<br>required when<br>five (5) years<br>have passed<br>since their last<br>DTaP, DTP,<br>DT, or Td.<br><br>Students<br>starting or<br>finishing the<br>first three (3)<br>tetanus and<br>diphtheria<br>doses of their<br>lifetime must<br>receive <u>only</u><br>one (1) Tdap<br>as part of the<br>three (3) dose<br>series. | Students who<br>have not already<br>received Tdap<br>are required to<br>receive one (1)<br>Tdap dose when<br>ten (10) years<br>have passed<br>since the last<br>DTaP, DTP, DT,<br>or Td.<br><br>Students<br>starting or<br>finishing the<br>first three (3)<br>tetanus and<br>diphtheria doses<br>of their lifetime<br>must receive one<br><u>only</u> (1) Tdap as<br>part of the three<br>(3) dose series. |
| <b>Td</b>                                                                             |                                                                                                                                                               |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Tdap</b>                                                                           |                                                                                                                                                               | Not required for<br>eleven plus (11+)<br>year olds in<br>these grades                                                                     |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                     |              |                                                                                                                                                |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meningococcal</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>Not required for eleven plus (11+) year olds in these grades</u> | One (1) dose | One (1) dose recommended, but not required for <del>eleventh (11th)</del> and twelfth (12th) graders in the <del>20123-20134</del> school year |
| <b>Polio</b>                            | <p>Three (3) to Four (4) doses</p> <p>Three (3) doses meet the requirement if the third (3rd) dose was given at <u>age</u> four (4) years or older.</p> <p>Four (4) doses meet the requirement even if all four (4) doses were given in the first (1st) year of life.</p>                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |              |                                                                                                                                                |
| <b>MMR</b><br>(Measles, mumps, rubella) | <p>Two (2) doses</p> <p>A third (3rd) dose will be required if dose number one (1) was given before more than four (4) days before the child's 1st birthday.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |              |                                                                                                                                                |
| <b>Hepatitis B</b>                      | <p>Three (3) doses</p> <p>A fourth (4th) dose will be required if the third (3rd) dose was given before twenty-four (24) weeks of age.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                     |              |                                                                                                                                                |
| <b>Varicella</b><br>(Chickenpox)        | <p>One (1) dose is required if the first (1st) dose was given before thirteen (13) years of age.</p> <p>Two (2) doses are required if the first (1st) dose was given at thirteen (13) years of age or later.</p> <p>Students attending school or preschool in Arizona prior to 9/1/2011 with parental recall of chicken pox disease are allowed to continue attendance with parental recall of disease. Students enrolling in an Arizona preschool or school for the first time after 9/1/11 are required to present proof of varicella immunization or a valid exemption for medical reasons, laboratory evidence of immunity or personal beliefs.</p> |                                                                     |              |                                                                                                                                                |

### Exceptions and Additions to the Rules

Parents whose religious beliefs do not allow immunization must sign a *religious exemption* form. A *medical exemption* form must be signed by the child's doctor if there is lab evidence of immunity or a medical reason why the child cannot receive shots. A copy of the lab results must be kept on file to prove the child's immunity.

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1. Students must have proof of all required immunizations, or valid exemption, in order to attend school. Arizona law allows exemptions for medical reasons, lab evidence of immunity and personal beliefs. Exemption forms are available from schools and at [www.azdhs.gov/phs/immun/idr](http://www.azdhs.gov/phs/immun/idr) forms. Homeless students are allowed a five (5)-day grace period.
2. The immunization record for each vaccine dose must include the date and name of doctor or clinic.
3. The statutes and rules governing school immunization requirements are: Arizona Revised Statutes 15-871 - 874; Arizona Administrative Code, R9-6-701 - 708.

Source: Arizona Immunization Program Office

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

## **ASBA Discussion**

**Policy Advisory No. 489. Policy JLCD and JLCD-R — Medicines/ Administering Medicines to Students.** SB1421 (Laws 2013, Chapter 243) requires school districts and charter schools to stock two juvenile doses and two adult doses of auto-injectable epinephrine at each school if the Legislature appropriates sufficient funding and establishes policies, procedures and training requirements for auto-injectable epinephrine in schools. The training requirements also are optional in years where the Legislature has not appropriated sufficient funds for the doses of epinephrine required by law. The new law also provides that a school district or charter school employee, who is properly trained to administer or assist in administering auto-injectable epinephrine, to administer such medicine to a student or adult whom the employee believes in good faith is showing signs of anaphylactic shock while at school or a school-sponsored activity.

In addition, HB2042 (Laws 2013, Chapter 83) requires, if a school district or charter school governing board has adopted policies and procedures relating to diabetes management, the policies and procedures must include a requirement that any medication administration services specified in the child's diabetes medical management plan must be provided. Nurses are added to the health professionals that can train voluntary diabetes care assistants. Other provisions include:

☐ Voluntary diabetes care assistants are allowed to administer insulin in addition, to glucagon, assist the pupil with self-administration of insulin in an emergency situation or perform any combination of these actions under certain conditions.

☐ Voluntary diabetes care assistants are authorized to either administer glucagon or insulin the parent or guardian must provide the glucagon or insulin along with all equipment and supplies necessary for insulin administration.

☐ Training by specified licensed health care professionals related to diabetes management must include the symptoms and treatment of hyperglycemia and techniques for determining the proper dose of insulin in a specific situation.

## **HUSD Summary & Recommendation – Danny Brown**

### **PA #489 JLCD/JLCD-R – Medicines/Administering Medicines to Students**

This policy advisory added language to require annual training in the emergency administration of auto-injectable epinephrine. The training is optional during any fiscal years in which sufficient monies are not appropriated by the legislature to provide for 2 juvenile and 2 adult doses of auto-injectable epinephrine.

Policy advisory related to JLCD-R refers to the administration of medication related to diabetes. School employees can be properly trained as volunteer diabetes care assistants with parent approval.

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

## MEDICINES / ADMINISTERING MEDICINES TO STUDENTS

Under certain circumstances, when it is necessary for a student to take medicine during school hours, the District will cooperate with the family physician and the parents if the following requirements are met:

- There must be a written order from the physician stating the name of the medicine, the dosage, and the time it is to be given.
- There must be written permission from the parent to allow the school or the student to administer the medicine. Appropriate forms are available from the school office.
- The medicine must come to the school office in the prescription container or, if it is over-the-counter medication, in the original container with all warnings and directions intact.

The Governing Board directs the Superintendent to prescribe and enforce regulations and procedures for the emergency administration of auto-injectable epinephrine by a trained employee of the School District pursuant to section A.R.S. 15-157 and subsequent to the adoption of rules by the State Board of Education on or before January 1, 2014 pertaining to annual training in the administration of auto-injectable epinephrine, recognition of anaphylactic shock symptoms and the procedures to follow when anaphylactic shock occurs and the requirements of A.R.S. 15-203(A)(40).

The Governing Board recognizes that the prescribed annual training is optional during any fiscal year in which sufficient monies are not appropriated by the legislature during that fiscal year to provide for the purchase of two (2) juvenile doses and two (2) adult doses of auto-injectable epinephrine at each public school in this state and if the school does not stock two (2) juvenile doses and two (2) adult doses of auto-injectable epinephrine at the school during that fiscal year.

### ***Exceptions:***

- Students who have been diagnosed with anaphylaxis may carry and self-administer emergency medications including auto-injectable epinephrine provided the pupil's name is on the prescription label, on the medication container, or device and annual written documentation from the pupil's parent or guardian is provided that authorizes possession and self-administration. The student shall notify the school office secretary as soon as practicable following the use of the medication;

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- For breathing disorders, handheld inhaler devices may be carried for self administration provided the pupil's name is on the prescription label, on the medication container, or on the handheld inhaler device and annual written documentation from the pupil's parent or guardian is provided that authorizes possession and self-administration.
- Students with diabetes who have a diabetes medical management plan provided by the student's parent or guardian, signed by a licensed health professional or nurse practitioner as specified by A.R.S. 15-344.01, may carry appropriate medications and monitoring equipment and self-administer the medication.

District employees may volunteer to be a student's diabetes care assistant, subject to approval by the student's parent or guardian, in an emergency situation as described in 15-344.01. The Superintendent may develop regulations for implementing this provision.

The District reserves the right, in accordance with procedures established by the Superintendent, to circumscribe or disallow the use or administration of any medication on school premises if the threat of abuse or misuse of the medicine may pose a risk of harm to a member or members of the student population.

This policy and any related policies or amendments to such policies shall be forwarded to the District liability insurance carrier for review.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-341  
15-344  
15-344.01  
32-1601  
32-1901

CROSS REF.: ~~EBC RC~~ Emergencies (First Aid)

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

## MEDICINES / ADMINISTERING MEDICINES TO STUDENTS

### (Medication Procedures)

#### Prescription Drugs

For occasions when it is necessary for a student to receive a prescription drug during the school day, the following procedure has been established to ensure the protection of the school and the student and to assure compliance with existing rules and regulations:

#### *Administration by school personnel:*

- The medication must be prescribed by a physician.
- The parent or guardian must provide written permission to administer the medicine to the student. Appropriate forms are available from the school office.
- The medication must come to the school office in the prescription container as put up by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given.
- An administrator may designate a school employee to administer the medication.
- Any medication administration services specified in the child's diabetes medical management plan shall be provided.
- Two (2) or more school employees, subject to final approval by the student's parent or guardian, may volunteer to serve as diabetes care assistants ~~in an emergency as follows:~~ Voluntary diabetes care assistants are allowed to administer insulin, assist the pupil with self-administration of insulin, administer glucagon in an emergency situation to a pupil or perform any combination of these actions if all of the following conditions exist:
  - A school nurse or another health professional who is licensed pursuant to statute or a nurse practitioner who is licensed pursuant to statute is not immediately available to attend to the pupil at the time of the emergency.

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

- If the voluntary diabetes care assistant is authorized to administer glucagon, the parent or guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care professional or nurse practitioner.
- The volunteer diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in the administration of glucagon, including the training specified in A.R.S. 15-344.01.
- If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the pupil has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.
- The training provided by an appropriately licensed health professional must include all of the following:
  - ▲ An overview of all types of diabetes.
  - ▲ The symptoms and treatment of hyperglycemia and hypoglycemia.
  - ▲ Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the pupil's physician.
  - ▲ Techniques for recognizing the symptoms that require the administration of glucagon.
  - ▲ Techniques on administering glucagon.
- A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.
- The District, employees of the District, and properly licensed volunteer health professionals and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation.
- Each administration of prescription drugs must be documented, making a record of the student having received the medication.
- Drugs must be kept in their original containers in a locked medicine cabinet.

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

### ***Self-administration:***

- When the physician feels it is necessary for the student to carry and self-administer the medication, the physician shall provide written recommendations, to be attached to the signed parent permission form except in the case of medication for diagnosed anaphylaxis and breathing disorders requiring handheld inhaler devices. In these cases the student's name on the prescription label is sufficient for the physician's recommendation.
- The student's diabetes medical management plan provided by the parent or guardian shall be signed by the appropriately licensed health professional or nurse practitioner and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the pupil to self-administer and that have been prescribed or authorized for that student. The student must be able to practice proper safety precautions for the handling and disposal of the equipment and medications that the student is authorized to use under these provisions. The pupil's diabetes medical management plan shall specify a method to dispose of equipment and medications in a manner agreed on by the parent or guardian and the school.
- The parent or guardian must provide written permission for the student to self-administer and carry the medication. Appropriate forms are available from the school office.
- The medication must come in the prescription container as put up by the pharmacist.

### **Over-the-Counter Medication**

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the following procedure has been established to ensure the protection of the school and the student:

#### ***Administration by school personnel:***

- Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.
- Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.
- An administrator may designate a school employee to administer a specific over-the-counter drug.

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

- Each instance of administration of an over-the-counter drug must be documented in the daily log.
- Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

***Self-administration:***

- Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.
- Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.
- *Necessity* for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

**Protection of Students**

Use or administration of medication on school premises may be disallowed or strictly limited if it is determined by the Superintendent, in consultation with medical personnel, that a threat of abuse or misuse of the medicine may pose a risk of harm to a member of the student population.

The student shall take extraordinary precautions to keep secure any medication or drug, and under no circumstances shall make available, provide, or give the item to another person. The student shall immediately report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

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

**Policy Advisory No. 490. Policy JLF and Regulation JLF-R — Reporting Child Abuse/Child**

**Protection.** Statute requires a mandatory reporter who reasonably believes a minor is or has been the victim of certain instances of child abuse, such as a reportable offence, to immediately report or cause reports of the information to be made to a peace officer or to Child Protective Services. An individual who does not have care, custody or control of the minor is required to report the information to a peace officer. This has resulted in reporting of all incidents in which a student shows signs of an injury – even if that injury was created by student to student contact of either an intentional or unintentional nature. SB1291 (Laws 2013, Chapter 182) creates an exception to the law that is useful to schools. A.R.S. 13-3620(B) was revised to exempt certain incidents with minors on the playground from duty to report abuse requirements. Under the revised law and JLF, a mandatory reporter is not required to report or cause reports to be made if all of the following apply:

- ☐ The minor is of elementary school age;
- ☐ The physical injury occurs in the course of typical playground activity during a school day on the premises of the school that the minor attends;
- ☐ The physical injury is reported to the legal guardian of the minor; and
- ☐ The school maintains a written record of the incident.

**HUSD Summary & Recommendation – Danny Brown**

**PA #490      JLF/JLF-R – Reporting Child Abuse/Child Protection**

This policy advisory provides exceptions to the reporting requirements if all of the following apply:

- The minor is of elementary age.
- The physical injury occurs in the course of typical playground activity during a school day on the premises of the school that the minor attends.
- The physical injury is reported to the legal guardian of the minor.
- The school maintains a written record of the incident.

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

## REPORTING CHILD ABUSE / CHILD PROTECTION

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two (72) hours. Pursuant to A.R.S. 13-3620, such reports shall contain:

- The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

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

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any school employee who has orally reported to CPS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.

*Adopted:* date of Manual adoption

|                          |         |
|--------------------------|---------|
| LEGAL REF.: A.R.S. 8-201 | 13-3553 |
| 13-1404 <i>et seq.</i>   | 13-3608 |
| 13-1410                  | 13-3619 |
| 13-3019                  | 13-3620 |
| 13-3212                  | 13-3623 |
| 13-3506                  | 15-514  |
| 13-3506.01               | 46-451  |
| 13-3552                  | 46-454  |

CROSS REF.: GBEB - Staff Conduct  
GBEBB - Staff Conduct With Students  
JKA - Corporal Punishment

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

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## REPORTING CHILD ABUSE / CHILD PROTECTION

*Abuse* means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. 8-821, and which is caused by the acts or omissions of an individual having care, custody, and control of a child. *Abuse* shall include inflicting or allowing sexual abuse pursuant to A.R.S. 13-1404, sexual conduct with a minor pursuant to A.R.S. 13-1405, sexual assault pursuant to A.R.S. 13-1406, molestation of a child pursuant to A.R.S. 13-1410, commercial sexual exploitation of a minor pursuant to A.R.S. 13-3552, sexual exploitation of a minor pursuant to A.R.S. 13-3553, incest pursuant to A.R.S. 13-3608, or child prostitution pursuant to A.R.S. 13-3212.

*Child, youth, or juvenile* means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as "reportable offenses" are:

- Indecent exposure [A.R.S. 13-1402]
- Public sexual indecency to a minor [A.R.S. 13-1403]
- Sexual abuse [A.R.S. 13-1404]
- Sexual conduct with a minor [A.R.S. 13-1405]
- Sexual assault [A.R.S. 13-1406]
- Molestation of a child [A.R.S. 13-1410]
- Furnishing items that are harmful to a minor via the Internet [A.R.S. 13-3506.01]
- Surreptitious photographing, videotaping, filming, or digitally recording or viewing of a minor [A.R.S. 13-3019]
- Incest [A.R.S. 13-3608]
- Child prostitution [A.R.S. 13-3212]
- Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. 13-3553]
- Luring a minor for sexual exploitation [A.R.S. 13-3554]
- Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]

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

**ASBA Discussion**

**Policy Advisory No. 491. Policy KHA – Public Solicitations in Schools.** A prohibition on sending text messages for solicitation purposes was added to A.R.S. 13-2919.

**HUSD Summary & Recommendation – Dan Streeter**

**PA #491**

**KHA – Public Solicitations in Schools**

Policy Advisory No. 491 amends Policy KHA to include the prohibition of playing recorded messages or sending text messages for solicitation purposes in accordance with changes to A.R.S. 13-2919.

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

## PUBLIC SOLICITATIONS IN SCHOOLS

A school employee's position in the District shall not be used to influence parents or students to purchase books or other merchandise, except for materials approved by the Superintendent for use in the classroom.

Solicitation of employees and/or students by any profit, nonprofit, or charitable groups, institutions, or organizations must have the approval of the Superintendent in advance.

Districts shall not use an automated system that plays recorded messages or sends text messages to solicit persons to purchase goods or services or requests survey information if the results are to be used directly for the purpose of soliciting persons to purchase goods or services unless the message was sent with prior express invitation or permission by the recipient or the recipient has an existing business relationship with the sender.

The District shall strive to safeguard the students and their parents from money-raising plans of outside organizations, commercial enterprises, and individuals. This policy shall apply particularly to ticket sales and sales of articles or services except those directly sponsored by school authorities or school organizations.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 13-2919

**Policy Advisory No. 492. Policy GBED – Smoking By Staff Members; Policy JICG – Tobacco Use By Students; Policy KFAA – Smoking On School Premises At Public Functions.** Three policies are adjusted because of concerns that vaporizing tobacco devices, or “e-cigarettes” are not covered under existing policies and law. Policy Services believes that such devices are prohibited under current law but amends our policy models in this area to make such prohibition clear.

**HUSD Summary & Recommendation – Danny Brown and Dan Streeter**

**PA #492      JICG – Tobacco Use by Students (Danny Brown)**

**KFAA – Smoking on School Premises at Public Functions (Dan Streeter)**

**GBED – Smoking by Staff Members (Dan Streeter)**

This policy advisory simply adds tobacco substitutes, electronic cigarettes, other chemical inhalation devices or vapor products as prohibited to the three policies listed above.

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

## TOBACCO USE BY STUDENTS

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

The Superintendent may establish procedures necessary to implement this policy. Disciplinary penalties for the possession or use of tobacco or similar products (including any inhaled tobacco substitute) may include, but are not limited to, suspension of the student from school or a recommendation for expulsion when there is evidence of repeated and continuous violation of this policy.

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 13-3622  
15-341  
36-798.03  
20 U.S.C. 6083

CROSS REF.: GBED - Smoking by Staff Members  
KFAA - Smoking on School Premises at Public Functions

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

## SMOKING ON SCHOOL PREMISES AT PUBLIC FUNCTIONS

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- Approved by the school.
- Established in accord with Arizona Revised Statute 15-712.

No person shall smoke marijuana in any public place.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 13-3622  
                  15-341  
                  15-712  
                  36-798.03  
                  36-2802  
                  20 U.S.C. 6083  
                  20 U.S.C. 7181  
                  20 U.S.C. 7183

CROSS REF.: GBED - Smoking by Staff Members  
                  JICG - Tobacco Use by Students  
                  KFA - Public Conduct on School Property

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

## SMOKING BY STAFF MEMBERS

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- Approved by the school.
- Established in accord with Arizona Revised Statute 15-712.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 13-3622  
15-341  
15-712  
36-798.03  
20 U.S.C. 6083

CROSS REF.: JICG - Tobacco Use by Students  
KFAA - Smoking on School Premises at Public Functions

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

1. The first part of the paper is devoted to the study of the

properties of the function  $f(x)$  defined by

$$f(x) = \sum_{n=0}^{\infty} \frac{a_n}{n!} x^n$$
 where  $a_n$  are the coefficients of the power series.

It is shown that

$$f(x) = e^{ax}$$

if and only if

$$a_n = a^n$$

for all  $n$ . The second part

of the paper is devoted to the study of the

properties of the function  $f(x)$  defined by

$$f(x) = \sum_{n=0}^{\infty} \frac{a_n}{n!} x^n$$
 where  $a_n$  are the coefficients of the power series.

It is shown that  $f(x) = e^{ax}$  if and only if  $a_n = a^n$  for all  $n$ . The third part of the paper is devoted to the study of the

properties of the function  $f(x)$  defined by

$$f(x) = \sum_{n=0}^{\infty} \frac{a_n}{n!} x^n$$

where  $a_n$  are the coefficients of the power series.

It is shown that

$$f(x) = e^{ax}$$

if and only if

$$a_n = a^n$$

for all  $n$ . The fourth part of the paper is devoted to the study of the

# ACTION

## Item 10A.

### Special Ed. Position Increase in FTE

## HUMBOLDT UNIFIED SCHOOL DISTRICT

|          |                                                                                                       |         |     |
|----------|-------------------------------------------------------------------------------------------------------|---------|-----|
| TO:      | Humboldt Unified School District Governing Board                                                      | Item #  | 10A |
| FROM:    | Stephanie Rowe, Special Services Director                                                             | Reading |     |
| DATE:    | October 1, 2013                                                                                       | Discuss | ✓   |
| SUBJECT: | Request to increase a Special Education (Self Contained ED-P) teacher position from .6 FTE to 1.0 FTE | Action  | ✓   |

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

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### SUPPORTING DATA:

For several years, Humboldt Unified School District has applied and has been approved to have three Emotionally Disabled Self Contained Programs (ED-P). These programs are currently at Humboldt Elementary School, Glassford Hill Middle School, and Bradshaw Mountain High School. The programs have specific requirements (see attached application) and are funded at a higher rate per pupil (see group B weights chart) due to the specialized programming. We have seen a trend of these ED-P classrooms growing in size over the past several years. This school year we have enrolled 13 new ED-P students across the District; seven of these students enrolled in the elementary program at Humboldt Elementary. In the application agreement with Arizona Department of Education, the ED-P programs are not to exceed 12 students with at least two Para-professionals in each classroom. The application also states that we are to only have a four to five-year student age range in the classroom. Humboldt Elementary has 12 students in the program with two new students currently registering, bringing the total to 14 students. The age range in that classroom is now from five years old (Kindergarten) to 12 years old (sixth grade); a seven-year age range.

To better service the academic and behavioral needs of these ED students, we would like to create a Kindergarten through Third Grade ED-P program (five to eight years old), as well as a Fourth Grade through Sixth Grade ED-P program (nine to 12 years old). This curriculum would provide a more effective program for the students and provide them with age appropriate classroom peers. Surrounding districts that have similar grade level ED-P programs include: Peoria Unified, Prescott Unified, and Deer Valley Unified.

Humboldt Elementary has a .6 FTE (three days per week) teaching position allocated. The position is not filled and is not sufficient to provide services to the students full-time. The Special Services Department would like to increase the .6 FTE position to a 1.0 FTE position in order to efficiently and effectively service these ED students' academic and behavioral needs.

### SUMMARY & RECOMMENDATION:

To approve the addition of .4 FTE to the current .6 FTE teaching position at Humboldt Elementary funded from the M&O budget for student safety and compliance with ADE requirements for the ED-P Programs.

#### Sample Motion:

*I move to approve the addition of .4 FTE to the current .6 FTE teaching position for the ED-P program at Humboldt Elementary School paid from the M&O budget for student safety, achievement, and compliance with ADE requirements.*

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

Questions should be directed to: Stephanie Rowe @ 759-4040

# **Application for 2013-2014 ED-P Program Approval**

**Directions:** Complete all sections by addressing ED-P Criteria requirements in your narrative. Submit via email to [Eric.Edge@azed.gov](mailto:Eric.Edge@azed.gov). Attach appropriate certifications or mail under separate cover to 1535 West Jefferson Street, Bln 24, Phoenix, AZ, 85007. If you have any questions, call (602) 364-4015 or email as above.

**LEA Name:** Humboldt Unified School District

**School Year:** 2013-2014

**Student Characteristics:** Describe the characteristics IEP teams will consider in making a recommendation for services in an ED-P program.

- Special education eligibility in category of ED
- Indication of possible mental illness with need for mental health services
- Exhibits behaviors with intensity and duration that exceeds that of students served in self-contained class
- Requires structure which provides additional supervision and environmental safety
- Overt/covert danger to self or others

**Programmatic and Personnel Requirements (Academic/Therapeutic Programs)** Describe how the program will fit in the continuum of service options; how students will be separated from others; what curriculum will be used; staff make-up, training, and qualifications; how mental health component will be provided and by whom; and how case management will be provided and by whom.

- HUSD maintains an elementary, middle level and high school program on regular school campuses. These are located at Humboldt Elementary School, Glassford Hill Middle School and Bradshaw Mountain High School.
- Each program has separate entrances and separate cool-down areas which can be self-selected by the student. Curriculum is aligned with the Common Core standards. An ED certified teacher provides all case management and also attends the Guidance Clinic's CFT meetings. All teachers are Highly-Qualified. The ED teachers at the high school and middle school levels are also Highly-Qualified in English, Math, Science and Social Studies. Each room has, at a minimum, a classroom aide and a behavior tech. All personnel have CPR/1<sup>st</sup> Aid and CPI training.

**Dispensing of Medication:** Describe procedures and staff responsibilities.

- Each of the sites has an RN who dispenses medications per the student's IEP and per HUSD policy.

**Outside Agency Involvement, As Appropriate:** Describe how other agencies will be involved, if applicable.

- Rehab Services Administration (at the high school level and sometimes at the middle school level)
- Yavapai County Juvenile Probation
- West Yavapai Guidance Clinic (or outside RHBA's with the group homes)
- Yavapai County Health Department
- Division of Developmental Disabilities
- Sequel Care
- Child and Family Support Services
- Milestones Project for At-Risk Youth
- Meet Me Where I am

**Age Range:** What age-range will the program serve?

- The elementary and high school programs cover a 4-5 year age range. The middle school covers a 2-4 year age range. Class size is limited to 12.

**IEP Components:** Describe the process to ensure that the required IEP components are included and identify who will ensure the inclusion of exit criteria. Outline procedure for notifying School Finance of setting change.

- All students have behavior goals and most have a behavior plan
- The Sped Director will ensure that there is an exit criteria in each IEP
- The Sped Director will notify the Finance Department when students enter or leave the program.

**\*\* Students are served weekly by a Licensed Social Worker (LCSW)**

**Site(s) Locations:** List the physical address where the ED-P program(s) is/are located. Include the name, telephone number and email address of the contact person.

- Humboldt Elementary School – 2750 S. Corral Street Humboldt, AZ 86329
- Glassford Hill Middle School – 6901 Panther Path Prescott Valley, AZ 86314
- Bradshaw Mountain High School – 6000 Long Look Dr. Prescott Valley, AZ 86314
- Stephanie Rowe, 928-759-4040, stephanie.rowe@humboldtunified.com

Figure 1 Group B Needs and Weights

|                                                                               |       |
|-------------------------------------------------------------------------------|-------|
| HI                                                                            | 4.771 |
| MD-R*, A-R* and SMR-R*                                                        | 6.024 |
| MD-SC*, A-SC* and SMR-SC*                                                     | 5.833 |
| MDSSI                                                                         | 7.947 |
| OI-R*                                                                         | 3.158 |
| OI-SC*                                                                        | 6.773 |
| PSD                                                                           | 3.595 |
| DD (school age students), ED, MIMR,<br>SLD, SLI (school age students) and OHI | 0.003 |
| EDP                                                                           | 4.822 |
| MOMR                                                                          | 4.421 |
| VI                                                                            | 4.806 |

\* Need categories ending in -R or -SC refer to Resourced or Self Contained classroom settings. This designation identifies the environment where the student is receiving services: resourced (separate classroom from his/her regular education) or self-contained (all education is received in a Special Education environment).

**Note:** The R and SC designation is determined based on the Grade/Service Code entered during the SPED service participation transaction and is used in Student Counts.

Also see Appendix E for a Grade/Service Code/SC matrix



# ACTION

## Item 10B.

# ASCEND

## Agreement Renewal

## HUMBOLDT UNIFIED SCHOOL DISTRICT

|          |                                                           |            |
|----------|-----------------------------------------------------------|------------|
| TO:      | Humboldt Unified School District Governing Board          | Item # 10B |
| FROM:    | Stephanie Rowe, Special Services Director                 | Reading    |
| DATE:    | October 1, 2013                                           | Discuss ✓  |
| SUBJECT: | Contract Agreement Renewal with ASCEND Private Day School | Action ✓   |

---

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

**SUPPORTING DATA:**

We currently have four students attending ASCEND (Autism Spectrum Center for Education and Neurological Development) per their Individual Education Plan (IEP).

This agreement continues our contract agreement with ASCEND for the 2013-2014 school year.

This year's agreement differs from the 2012-2013 agreement in the following manner:

Because ASCEND no longer provides Occupational Therapy or Speech services, the annual tuition has decreased from \$29,123.25 for 2012/13 to \$27,776.58 for 2013/14. HUSD is providing these services to our students.

- Occupational Therapy is being provided by an HUSD Occupational Therapist one day a week at the ASCEND school in Prescott.
- Speech Therapy is being provided through an HUSD approved vendor one day a week at the ASCEND school in Prescott.

**SUMMARY & RECOMMENDATION:**

To approve the agreement with ASCEND for the 2013-2014 school year.

**It is recommended that the Governing Board**

*I move to approve the contract agreement renewal with ASCEND for the 2013-2014 school year.*

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

*Questions should be directed to: Stephanie Rowe @ 759-4040*



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

## **Contract Agreement for 2013-2014 School Year**

ASCEND, an ADE private approved day school agrees to provide alternative educational services for HUSD as outlined in the current IEP for the remainder of the 2013-2014 school year.

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

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

District will be responsible for maintaining all individual education plans for the student listed above. ASCEND will cooperate in all IEP meetings, and evaluations as needed. ASCEND will provide the district with current IEP and quarterly progress reports. Please be aware that our calendar typically falls one to two weeks behind most district calendars for quarterly cutoff dates. The district will provide ASCEND with a complete copy of the current IEP/MET upon placement.

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

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



# Cost Form (Addendum #1)

Districts may receive a 5% credit if invoice is paid in full by July 1, 2013.

## ASCEND tuition for 2013-2014

Tuition for the 2013-2014 school year (calendar attached Addendum #2)

**Students entering mid-year will be pro-rated at \$195.00 per day x the number of remaining days in the school year.**

2:1 staff to student ratio \$39,928.33 annual

1:1 staff to student ratio \$27,776.58 annual

1:2 staff to student ratio \$23,296.08 annual

**The tuition for 2013-2014 reflects a cost freeze from 2012-2013.**

**This also reflects our new billing policy for speech therapy and occupational therapy. ASCEND will no longer include these services in the base tuition. We will have providers available to provide these services for the districts at an additional fee. Tuitions have been reduced by the approximate difference in cost between contract rates for speech and occupational therapies (1 hour per week, 39 weeks) and potential Medicare reimbursements received.**

**For example: 1 Hour of Occupational therapy \$75.00 rate - \$57.03 Medicare reimbursement= \$17.97 per session hour**

**ASCEND will need to be notified of the districts choice for speech and OT provision, whether to be provided by ASCEND, or whether the home district will send staff no later than May 15, 2013.**

Speech therapies will be billed separately by Arizona Speech & Hearing Professionals, LLC.

Occupational therapy will be billed by ASCEND.

ASCEND will no longer be collecting Medicare reimbursements, so the districts may choose to do so. Therapists will provide the necessary documentation for these services. Services will only be billed according to the hours provided to the student. This should be a more equitable process as the service hours vary greatly per student. Districts may also choose to provide the district's therapists as well. Scheduling will have to be cleared through ASCEND administration.

Arizona Speech & Hearing Professionals, LLC current rate is \$75.00 per hour.  
Occupational therapy will also be billed at the rate of \$75.00 per hour.

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

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

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

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

Additional related services beyond IEP scope are available @ at the current subcontractor rates of:

\$75.00 occupational therapy

\$75.00 speech therapy

\$90.00 behavioral consultant

Any other services not listed above are the sole responsibility of the placing district.

\_\_\_\_\_  
ASCEND Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

# ASCEND

## 2013-2014 School Calendar

| July 2013 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |

| August 2013 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | S  |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  |    |    | 10 |
| 11          |    | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |

| September 2013 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| Su             | M  | Tu | W  | Th | F  | S  |
| 1              |    | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |

| October 2013 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            |    |    |    |    |    | 12 |
| 13           | 14 | 15 | 16 | 17 |    | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |

| November 2013 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               |    |    |    |    | 1  | 2  |
| 3             | 4  | 5  | 6  | 7  | 8  | 9  |
| 10            |    | 12 | 13 | 14 | 15 | 16 |
| 17            | 18 | 19 | 20 | 21 | 22 | 23 |
| 24            | 25 | 26 |    |    |    | 30 |

| December 2013 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            |    |    |    |    |    | 28 |
| 29            |    |    |    |    |    |    |

| January 2014 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | S  |
|              |    |    |    |    | 3  | 4  |
| 5            | 6  | 7  | 8  | 9  | 10 | 11 |
| 12           | 13 | 14 | 15 | 16 | 17 | 18 |
| 19           |    | 21 | 22 | 23 |    | 25 |
| 26           | 27 | 28 | 29 | 30 | 31 |    |

| February 2014 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | S  |
|               |    |    |    |    |    | 1  |
| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            |    | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 |    |

| March 2014 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | S  |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          |    |    |    |    |    | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| April 2014 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | S  |
|            |    | 1  | 2  | 3  |    | 5  |
| 6          | 7  | 8  | 9  | 10 | 11 | 12 |
| 13         | 14 | 15 | 16 | 17 | 18 | 19 |
| 20         | 21 | 22 | 23 | 24 | 25 | 26 |
| 27         | 28 | 29 | 30 |    |    |    |

| May 2014 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       |    | 27 | 28 | 29 | 30 | 31 |

| June 2014 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | S  |
| 1         | 2  | 3  | 4  |    |    | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |



School Closed/ Holidays



Teacher in-Service Day (no school for students)



End of Quarter



First and Last Day of School