



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, July 22, 2014

Transportation Training Facility
6411 N. Robert Road (bldg. 500)
Prescott Valley, AZ

Special Session @ 6:30

Dr. Paul H. Stanton, Superintendent

Richard Adler, President
Brian Letendre, Vice President
Gary Hicks, Member
Suzie Roth, Member
Carm Staker, Member

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
A Caring, Learning Community Transforming Today's Learners into Tomorrow's Successes

**NOTICE OF COMBINED PUBLIC MEETING AND EXECUTIVE SESSION OF THE
GOVERNING BOARD OF EDUCATION**

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **July 8, 2014**, at the **HUSD Transportation Facility**, located at **6411 N. Robert Road (building 500), Prescott Valley, Arizona**.

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona.
- Arrangements to accommodate disabilities may be made by contacting Mary Diaz at (928)759-4000 or mary.diaz@humboldtunified.com prior to the meeting.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area.
- Discussion by the Board is limited to items posted on the agenda.

AGENDA

6:30 PM REGULAR SESSION

- 1. WELCOME AND CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
- 3. ROLL CALL**
- 4. AGENDA REVIEW/ACCEPT**

5. CELEBRATING SUCCESSES

(Page 1-3)

- A. HUSD VIPs
1. William Wilson – Maintenance Department
 2. Stella Kiser – Transportation Department

6. PUBLIC PARTICIPATION

Participation is reserved for members of the public who have submitted a completed Public Participation Form. Total length of time shall not exceed 30 minutes. Individual times shall not exceed 5 minutes (Policy BEDH). When addressing the Board, speakers are to state their name and subject into the microphone so that their statements may be properly recorded.

Members of the Board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

7. CONSENT ITEMS

This section includes approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Upon the request of a Board member, a topic on the Consent Agenda may be removed from this segment of the meeting and discussed as a Regular Agenda item.

- (Pages 4-6) A. Personnel Recommendations
- (Pages 7-17) B. Governing Board Meeting Minutes of June 10, 2014 and June 24, 2014
- (Pages 18-37) C. Request for approval of the revised Food Program Permanent Service Agreement with the Arizona Department of Education

8. ACTION

- (Pages 38-40) A. Discussion and selection of an HUSD Board Delegate to attend the ASBA Delegate Assembly, September 6, 2014
- (Pages 41-46) B. Discussion and possible action regarding Governing Board support of the 2015 ASBA Political Agenda

9. ANNOUNCEMENTS

- A. Next Scheduled Board Meetings are:

August 19, 2014	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 9, 2014	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle
October 14, 2014	6:30 p.m.	Regular Meeting	@ Humboldt Elementary

Note: The August meeting is scheduled for the third Tuesday of the month.

10. ADJOURNMENT

Copies of agendas and supporting documentation relative to public meetings are available at the District Administration Office during normal work hours, 24 hours prior to a meeting and immediately preceding the meeting.

CELEBRATING SUCCESSES

Item 5

- A. HUSD VIPs
 - 1. William Wilson
 - 2. Stella Kiser



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July 22, 2014

Good evening President Adler, members of the Governing Board, Dr. Stanton and colleagues, I would like to take this opportunity to recognize Mr. William Wilson as the Maintenance Department's Classified VIP for the month of July.

We call him "Mr. Bill" and he is my right-hand man!

Bill is one of our district's Maintenance Technicians. He works on electrical, plumbing, and construction projects at all of our district locations. He can build a wall and remove one, if needed; add a receptacle or install a sink; he is proficient in all construction trades.

Bill has been with the district since July of 2006. He is very dependable and dedicated to quality workmanship. He strives to create a safe and healthy environment for staff and students.

It is with great pleasure that I nominate William Wilson as a VIP!

Sincerely,

Ben Peters
Director of Maintenance



The Humboldt Schools.

Motivating achievement since 1906.

July 22, 2014

Governing Board,

It is with great pleasure that I recommend Mrs. Stella Kiser as the Transportation Department's classified VIP of the month. I have worked with Stella for seventeen years and she has been with this department and the Humboldt School District for eighteen years. She is an excellent driver and has driven both regular education and special needs routes. She is enthusiastic, friendly, and has a positive attitude. She has a good rapport with students, parents, and teachers. Stella handles difficult student situations with ease and professionalism.

Over the years, Stella has kept the offices in immaculate condition. I always find unique little gifts on my desk to celebrate the different holidays throughout the year. She always remembers to increase driver morale by bringing in wonderful baked goods for the holidays.

For the last few years, Stella has worked in the office several hours a week tracking vehicle mileage and student counts for the ADE report. She also tracks fuel receipts for the busses and all district vehicles, reconciling them to the invoices. She has been instrumental in instructing the drivers on how to maintain accurate records for these reports. She is knowledgeable, personable, and continues to show her support and caring attitude towards Transportation employees.

All of these qualities and more make Stella Kiser Transportation's recommendation for VIP of the month.

Sincerely,

Kimberly Porter
Director of Transportation

KIMBERLY PORTER, DIRECTOR OF TRANSPORTATION
KIMBERLY.PORTER@HUMBOLDTUNIFIED.COM

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
6411 N. ROBERT ROAD, BUILDING 500, PRESCOTT VALLEY, AZ 86314 • OFFICE 928.759.5192 • FAX 928.775.2952

CONSENT

Item 7A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on July 22, 2014

A. RESIGNATIONS/MATERNITY LEAVES/LEAVES OF ABSENCE/OTHER

Certified Staff

1. Ashley Picard – Nurse @ BMMS (declined offer)
2. Carol Sanderford – Nurse @ LVES (resign effective 7/8/14)

Classified Staff

1. Carol Beard – 7 Hr/Day MSP Aide @ BMHS (resign effective 7/17/14)
2. Susan Couthran – Title One Aide @ CSES (resign effective 7/15/14)
3. Sophia Neeley – 6.5 Hr/Day MSP Aide @ MVES (resign effective 6/17/14)
4. Andria Reyes – 6.5 Hr/Day MSP Aide @ BMHS (resign effective 7/8/14)
5. Heather Seppala – 5.75 Hr/Day Title One Aide @ HES (resign effective 6/26/14)

Substitute+ Staff

- | | |
|--------------------------------|---------------------------------|
| 1. Bonnie Anderson - Aide | 7. LaShonda Russell – Bus Aide |
| 2. Theresa Andrew – Teacher | 8. Cheryl Smith – F&N Aide |
| 3. Timothy Bellis – Bus Driver | 9. Theresa Tyson – F&N Aide |
| 4. Jesse Cain – F&N Aide | 10. Bashir Uraizee – Bus Driver |
| 5. Tina Ford – Teacher | 11. Alyssa White – Teacher |
| 6. Cynthia Franklin – Teacher | |

B. EMPLOYMENT OFFERS (*Employment offer is subject to acceptable background/fingerprint checks.*)

Certified Staff

1. Troy Carreras – 4th Grade Teacher @ LTS (replaces Charlotte Robinson)
2. Lisa Doyle – Resource Teacher @ CSES (New Position Approved 4/8/14)
3. Donald Gagnon – ELD Teacher @ LTS (replaces Kristi Wade)
4. Michael Holder – PE Teacher @ BMHS (replaces Patrick Webb)
5. Deby Hyland - .5 Kindergarten Teacher @ LVES (replaces Valti Riddl)
6. Taja Kolack – Nurse @ HES (replaces Audrey Harnish)
7. Diana Lazenby – Nurse @ CSES (replaces Lauren Postula)
8. Kathleen Reeves – Gifted Teacher @ CSES (replaces Marvin Baker)
9. Heidi White – Nurse @ BMMS (replaces Ashley Picard)
10. Gidgette Yarema-Moshier – 6th Grade Teacher @ CSES (replaces Holly Anthony)

Classified Staff

1. Darrell Gummer – 6.5 MSP Aide @ MVES (replaces Emily Conway)
2. Christina Hepker – 6.5 Hr/Day Title One Aide @ GES (replaces Christine Cinadr)
3. Leah Matheny – 6.5 Hr/Day MSP Aide @ MVES (replaces Sofia Neeley)
4. Andrea Valdez – Librarian Assistant @ LVES (replaces Katherine Rittenberry)

Substitute+ Staff

- | | |
|---------------------------------|----------------------------|
| 1. Glenn From – Teacher | 7. Sandra Shaver – Teacher |
| 2. Charity Hatfield – Custodian | |
| 3. Brittney Homer – Custodian | |
| 4. Linda Lane – Bus Driver | |
| 5. Kell Palguta – Teacher | |
| 6. Randy Taylor – Custodian | |

C. SUPPLEMENTAL CONTRACTS

Overloads

1. None

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on July 22, 2014

Stipends Specifically Listed on Board-approved 2014-2015 Stipend Schedule
(\$15,000.00 M&O...\$0.00 Tax Credit...\$0.00 General Tax Credit...\$0.00 SPED)

1. Patrick Keeling – Network Administrator stipend @ DO

Other Stipends
(\$0.00 M&O...\$0.00 Tax Credit...\$0.00 F&N...\$0.00 Special Education...\$8,000.00 Other)

1. Brenda Bobinsky – Real World Design Challenge Sponsor stipend (GEAR UP Funds)
2. Nick Malise – Project Bears stipend (GEAR UP Funds)
3. Allison Loesl – Project Bears stipend (GEAR UP Funds)
4. Natalie Washburn – Project Bears stipend (GEAR UP Funds)
5. Laura Goligoski – Teacher Peer Tutor Coordinator stipend (GEAR UP Funds)

D. IN-DISTRICT TRANSFERS

Certified

1. Lance Barnes – from Gifted Teacher @ MVES/HES to Teacher on Assignment/Gifted Teacher @ LTS (replaces Victoria Kendall)
2. Kyle Lonon – from 4th Grade Teacher @ MVES to Gifted Teacher @ MVES/HES (replaces Lance Barnes)
3. Lindsay Renfrew – from 4th Grade Teacher @ LVES to 3rd Grade Teacher @ LVES (replaces Mary Jo Thompson)
4. Valti Riddl – from .5 Kindergarten Teacher @ LVES to 4th Grade Teacher @ LVES (replaces Lindsay Renfrew)

Classified

1. Emily Conway – from 6.5 Hr/Day MSP Aide @ MVES to 6.5 MSP Aide @ BMHS (replaces Andria Reyes)

E. INCREASE/ DECREASE IN HOURS (+OR -) OR FUNDING

Certified

1. None

Classified

1. None

CONSENT

Item 7B.

Meeting Minutes

June 10, 2014

June 24, 2014

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
Governing Board of Education
Meeting Minutes
Tuesday, June 10, 2014

A **regular** meeting of the Humboldt Unified School District Board of Education was held at the HUSD Transportation Training Facility on Tuesday, June 10, 2014 in Prescott Valley, Arizona.

6:30 PM REGULAR SESSION

1. WELCOME AND CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY

President Adler led in the Pledge of Allegiance.

3. ROLL CALL

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

4. AGENDA REVIEW/ACCEPT

Personnel item 11C was removed from the agenda.

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

5. CURRENT EVENTS

A. Board

Carm Staker

- Attended the high school graduation ceremony

Suzie Roth

- Attended the high school graduation ceremony
- Chaperoned the GHMS Gear-Up trip to Disneyland

Gary Hicks

- Attended the high school graduation ceremony

Brian Letendre

- Attended the high school graduation ceremony
- Attended a luncheon for volunteers at Granville Elementary School

Rich Adler

- Thanked the district's retirees for their service
- Co-hosted the HUSD Experience with Dr. Stanton
- Attended an ASBA Legislative Committee meeting
- Attended the high school graduation ceremony

B. Superintendent

- Attended the high school graduation ceremony
- Served on the National Board Certified Teacher Committee
- Congratulated Pandora Gustafson on her retirement from the district
- Attended the Annual ASA Conference where he spoke on parental advocacy and the shortage of teachers
- Received the AdvancEd Circle of Excellence Award (presented at the ASA Conference)
- Attended a Gubernatorial Forum

6. CELEBRATING SUCCESSES

A. HUSD VIP – Dan Streeter, Director of Human Resources

1. Sonya Liadis – Classified

Sonya has served as the Personnel Coordinator since 2009. She is responsible for all matters related to our certified and classified staff, coordinates new employee orientation, and is a member and secretary of the Meet & Confer Committee. Sonya has been instrumental in moving the district forward in regards to the implementation of automated application and substitute calling systems, and the employee portal to improve the efficiency of submitting and receiving contracts. Her work performance speaks for itself, and her leadership is greatly appreciated.

2. Jeannette Arntzen – Classified

Jeannette is recognized across the district for her collegiality and institutional knowledge. Since 2007, she has served as the Administrative Secretary to Special Services. She assists, and leads when necessary, the director, and many special services staff members. Her experience and level headedness have proven to be critical assets. Additionally, Jeannette has been a key member of our Meet & Confer Committee advocating for classified employees.

B. Recognition of Prescott Valley United Methodist Church (Adopt a School Program) – Jessica Bennett, BMMS Principal

Principal Bennett introduced Pastor Wendy Swanson and church member (and Board member) Carm Staker. The church adopted BMMS in January of this school year. The congregation delivered Valentine treats to all teachers in February, donated over 50 reams of paper, and a member of the congregation is helping the science department secure classroom supplies. As a year-end treat, they brought lunch for the staff on their last day! Mrs. Bennett presented a plaque and certificate in honor of their service.

7. PUBLIC PARTICIPATION

None.

8. CONSENT ITEMS

This section included approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Suzie Roth read the donations.

Suzie Roth moved to approve the consent agenda as presented. Carm Staker seconded and the motion carried unanimously.

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

A. Report from Glassford Hill Middle School students about their recent California trip

Gear-Up Coordinator Sandra Clark reported that during this interactive learning experience, seventh and eighth grade students learned the role of mechanical physics at Disney California Adventure Park. Students studied Newton's Laws of Motion and used the scientific method to explore the practical uses of magnetism, friction, gravity, and different forms of energy. Students also participated in hands-on experiments to see and test the relationship between physics and their favorite Disney attractions.

B. Educational Services Department update including: professional development activities, Literacy Cadre, professional development committee work, newly awarded AZ K-12 Center grant highlights

Mr. Brown's year-end summary included:

- Update on our professional development activities (including Summer PD Academy)
 - Math Consultant Sue Larson worked with fourth through eighth grade math teachers, including modeling math instruction in classrooms
 - Four Common Core Phase I trainings were conducted; 90% of staff trained
 - Implementing Common Core Phase II – instructional strategies
 - Two sessions of Closed Reading were led by Laura Goligoski
 - Selected teachers attended AZK12 Center workshops
 - Second and third grade teachers attended Rodel MacRO-Pro training
 - Four days of Summer PD Academy recently completed
- Literacy Cadre update

- Dr. Allison Conant worked with teachers and reading coaches for two days embedding writing standards, working on pacing guides, and rubrics; work will continue next year
- PD Committee work recently completed
 - The committee met monthly and recently conducted a PD needs assessment
 - Additional time for collaboration will be allotted on early release Wednesdays
 - Classified staff will be included in next year's meetings
- Newly awarded AZ K-12 Center grant highlights
 - Three-year grant beginning in the 2014-15 school year
 - Focuses on Induction/Mentor Program
 - One of the district's nine instructional specialists will be the lead person
 - The grant includes funding for lead person to be trained

C. Meet & Confer Committee Report for fiscal year 2013-14

Dan Streeter reported that during the year, committee members brought forward a number of potential discussion topics. While some were determined to fall outside of the scope of Meet & Confer, some of those issues were channeled to other District staff (e.g. maintenance issues to Ben Peters) for consideration/resolution. Some of the successes of the Meet & Confer Committee include:

- Proposing the new Proposition 301 Performance Pay Program
- Coordinating the Delayed Payroll Presentation
- Establishing new contract language for certified and classified employees
- Completing a review of employee hours (Transportation)
- Consulting with the Calendar Committee

The Committee is committed to working further towards:

- Migrating all employees into the AESOP System
- Comprehensive Employee Recognition Program
- Exploring professional salary schedules

10. ACTION

A. Request for approval of the proposed signature program for Lake Valley Elementary School

Principal Tusanne Cordes and a team of teachers presented their proposal of a School-Wide Gifted Academy signature program for grades one through six. Lake Valley Elementary started implementing components of the school-wide gifted cluster model in the 2012-13 school year. Cluster grouping involves the placement of a group of gifted learners in one or more classrooms with the remainder of students heterogeneously grouped. The proposed signature program has the support of school staff, parents of gifted students, the SITE Council, and the LVES Signature Program Committee.

A summary of the presentation follows:

Goals

- To benefit all students by increasing differentiation
- To provide gifted students with faster paced curriculum delivered by a teacher with gifted education training
- To create a rigorous school setting to encourage students to remain in school
- Equitable service and instruction for all students

Cost

- \$15,000 (District Sponsored Charter School funds)
- Consultant fees and staff training
- DVD series and book study
- Periodicals and conferences

Identifying the Gifted Student

- A higher testing rate throughout the district is encouraged
- Continue to use the state-mandated Cognitive Abilities Test

- When students throughout the district are identified, parents will be notified of the LVES program
- It is the intent to have one gifted cluster classroom for grades one through six, and additional pull-out time for grades two through six

Other Components

- The purpose is to reduce the learning range that is currently found in most classrooms
- Increase in students' self-esteem due to individual interest and choice
- Unified school-wide culture with a balance of classes
- Parent involvement and training for all staff
- Continued use of Galileo and state assessments to determine growth
- This model will assist in implementation of state standards with components of higher order thinking, critical thinking, collaboration, differentiating, and creative thinking
- Lake Valley Elementary will be the district's gifted academy for elementary students

A brief question and answer session followed the presentation.

Brian Letendre moved to approve the Gifted Academy Signature Program for Lake Valley Elementary School as presented. Suzie Roth seconded and the motion carried unanimously.

B. Request for approval of the supplemental wage schedules for the 2014-15 fiscal year

Dan Streeter presented the 2014-15 HUSD Supplemental Wage Schedule. The schedule lists of a variety of extra duty wages that are not included on any other Board-approved Salary Schedule or Stipend Schedule.

Carm Staker moved to approve the supplemental wage rates as presented. Brian Letendre seconded and the motion carried unanimously.

C. Request for approval of the stipend schedule for the 2014-15 fiscal year

At the March 24, 2014 Combined Professional and Support Staff Meet & Confer Committee Meeting, the Committee voted to recommend the 2014-2015 Stipend Schedule. This Stipend Schedule includes adjusted titles of existing stipends for clarification and clarifications of requirements attached to specific stipends as approved by the Combined Professional and Support Staff Meet & Confer Committee.

Carm Staker moved to approve the Stipend Schedule as presented. Brian Letendre seconded and the motion carried unanimously.

D. Request for approval of the Proposition 301 Performance Pay Program for fiscal year 2014-15

Dan Streeter reported that the district is required to obtain Board approval on its Proposition 301 Performance Pay Program each year. For the 2014-2015 school year, the district was required to satisfy specific requirements detailed in HB 2823. Specifically, performance pay is required to be tied to student achievement data and the new teacher evaluation. To meet these requirements and satisfy school and district goals, a Performance Pay Committee was formed from the Meet and Confer Committee. The Performance Pay Committee reviewed several examples of Performance Pay Programs from other Arizona school districts and used these examples to guide in the development of the proposed plan.

The plan was presented to all eligible teachers in the district. A ballot was distributed to all eligible teachers, and a vote was taken regarding the approval of the new 301 Performance Pay Plan for the 2014-2015 school year. The results of this vote included:

- | | | |
|-----------------------|-----|---------|
| • Yes (Approve) | 219 | (84.2%) |
| • No (Do Not Approve) | 1 | (00.4%) |
| • Abstain (Absent) | 40 | (15.4%) |

Each year, the Performance Pay Committee will evaluate the plan to make revisions based on recommendations from teachers at individual school sites and administrators. The committee will also review any issues and/or appeal concerns from the prior year. The committee will document the number of teachers who successfully completed each component of the plan. After final recommendations have been made for revisions, teachers will vote to accept or reject the new plan on an annual basis.

Mr. Streeter clarified that if a teacher chooses to opt out of the program, they still have to attend early release sessions on Wednesdays.

The 2014-15 Performance Pay Program was included in the Board packet and is available in the Governing Board section of the district website (www.humboldtunified.com).

Suzie Roth moved to approve the Performance Pay Program for the 2014-15 school year as presented. Carm Staker seconded and the motion carried unanimously.

E. Request for approval of a new AP Biology textbook for use at Bradshaw Mountain High School

The Governing Board previously approved the AP Academy signature program for Bradshaw Mt. High School. The textbook committee at BMHS recommended a textbook for their newly created AP Biology course beginning the 2014-15 school year. The textbook has been on display at the District Office for 60 days as per board policy. The cost of the textbook adoption is \$8,109.48 to be paid out of the school's signature program budget.

Although the technology is not currently available, the Board briefly discussed using eBooks in the future. Dr. Stanton stated this is a future goal, and mentioned the substantial investment of roughly \$4M for one to one technology.

Carm Staker moved to approve the AP Biology textbook for use at Bradshaw Mountain High School. Suzie Roth seconded and the motion carried unanimously.

F. Request for approval of a new AP Chemistry textbook for use at Bradshaw Mountain High School

The textbook committee at BMHS also recommended a textbook for their newly created AP Chemistry course beginning the 2014-15 school year. The textbook has been on display at the District Office for 60 days. The cost of the textbook adoption is \$9,420.97 to be paid out of the school's signature program budget.

Suzie Roth moved to approve the AP Chemistry textbook for use at Bradshaw Mountain High School. Brian Letendre seconded and the motion carried unanimously.

G. Request for approval of an affiliation agreement with Rio Salado Community College for student teaching opportunities for students in their Noyce Scholars Program, and field experience opportunities for students in their education department

The Affiliation Agreements allow for a continued partnership between Rio Salado College and the district. Both agreements have been reviewed by the district's legal counsel.

The Rio Salado College Noyce Scholars Program is a grant funded program through the National Science Foundation which provides stipends to talented science, technology, engineering, and mathematics (STEM) professionals who are interested in transitioning to teaching careers in Arizona's 7-12 math or science classrooms. The primary goal of the program is to recruit science and mathematics professionals, with a bachelor's degree or higher within science, mathematics, or engineering and prior experience in a STEM related industry area, to become teachers in the 7-12 grade classroom. Each Noyce Scholar completes a comprehensive one-year teacher certification program. The Affiliation Agreement provides that the college would secure a Mentor Teacher for fieldwork experience and a Cooperating Teacher for student teaching experiences for its Noyce Scholars. Both Mentor Teachers and Cooperating Teachers will be teachers with five or more years of experience teaching mathematics and science. The district is responsible for providing support for fieldwork and student teaching experiences for Noyce Scholars. We currently have one Noyce Scholar who is hoping to student-teach with HUSD for the 2014-2015 school year.

The second Affiliation Agreement is related to general education students through Rio Salado College. The college desires to secure fieldwork experience (classroom observation) for its teacher education students, and the district is capable of providing support this support.

Mentor teachers will receive a stipend paid by Rio Salado College; there is no cost to the district.

Brian Letendre moved to approve the Affiliation Agreement between the Maricopa County Community College District for Rio Salado College and the Humboldt Unified School District to provide student teaching experiences for students in the Noyce Scholars Program. Carm Staker seconded and the motion carried unanimously.

Brian Letendre moved to approve the Affiliation Agreement between the Maricopa County Community College District for Rio Salado College and the Humboldt Unified School District providing field experience opportunities for students within the education department. Carm Staker seconded and the motion carried unanimously.

Announcements moved here prior to executive session.

12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

June 24, 2014	6:30 p.m.	Special Meeting	@ Transportation Facility
July 8, 2014	6:30 p.m.	Regular Meeting	@ Transportation Facility
August 12 <u>19</u> , 2014	6:30 p.m.	Regular Meeting	@ Mountain View Elementary

The August 12 meeting is rescheduled to August 19 and will be held at Mountain View Elementary School.

There will most likely be a second meeting in July to be held on July 22.

11. PERSONNEL

A. *Discussion and possible action regarding a request for an unpaid leave of absence for Certified employee Sara Hopper [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]

Brian Letendre motioned to move to executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel) for Items 11A and 11B pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel) as presented on the agenda. Carm Staker seconded and the motion carried unanimously.

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

The Board reconvened in regular session at 8:47 p.m.

Brian Letendre moved to adjourn executive session. Gary Hicks seconded and the motion carried unanimously.

Brian Letendre moved to approve a one year unpaid leave of absence for certified employee Sara Hopper. Carm Staker seconded and the motion carried unanimously.

B. *Discussion and possible action regarding a request for an unpaid leave of absence for Certified employee Mary Jo Thompson [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]

Suzie Roth moved to approve a one year unpaid leave of absence for certified employee Mary Jo Thompson. Carm Staker seconded and the motion carried unanimously.

~~_____ C. *Discussion and possible action regarding the recommendation to terminate the work agreement
_____ for classified employee Kathleen Bartos
_____ [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]~~

13. ADJOURNMENT

Suzie Roth moved to adjourn. Gary Hicks seconded and the motion carried unanimously. The meeting adjourned at 8:52 p.m.

Respectfully submitted,

Mary Diaz,
Board Secretary

APPROVAL

Richard Adler, President

Brian Letendre, Vice President

Gary Hicks, Member

Suzie Roth, Member

Carm Staker, Member

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
Governing Board of Education
Meeting Minutes
Tuesday, June 24, 2014

A **regular** meeting of the Humboldt Unified School District Board of Education was held at the HUSD Transportation Training Facility on Tuesday, June 24, 2014 in Prescott Valley, Arizona.

6:30 PM SPECIAL SESSION

1. WELCOME AND CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY

President Adler led in the Pledge of Allegiance.

3. ROLL CALL

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

4. AGENDA REVIEW/ACCEPT

There were no changes to the agenda.

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

5. PUBLIC PARTICIPATION

None.

6. CONSENT ITEMS

This section included approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Suzie Roth read the donations.

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

7. ACTION

A. Discussion and possible action to approve the proposed annual budget for fiscal year 2014-15

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

A summary of Finance Director Cynthia Windham's report follows:

The proposed budget was calculated using the 100 day count for student attendance (ADM – Average Daily Membership) from both the district schools and our district sponsored charter schools (DSCS). The total ADM used for budget preparation was 5,550 which represent a decline of approximately 14 students from fiscal year 2012-13 to 2013-14.

The primary difference between the budget calculations for the DSCS students is that the DSCS students are paid on a current year basis with the remaining district students paid based on the previous 100 day enrollment.

For the 2014-15 fiscal year, the district has two tracks of students to account for. This change in funding will require the district to revise to the actual DSCS student attendance in fiscal year 2014-15 as of the 100th day.

Districts revise their budgets by May 15 of the current school year; this will not be a change for the district. What will change is that we will make current year adjustments for the funding associated with the DSCS students. This change could net either an increase or a decrease in the student enrollment that must be accounted for.

This year's Maintenance and Operation budget includes the state inflationary funding increase of 1.4% and an estimated budget balance carry-forward of approximately 4% (an estimate at this time to be adjusted to actual in August after all the bills have been paid from the previous year).

The capital budget includes both the per pupil amount authorized by the state for the district schools, as well as, the one-time monies generated for the DSCS (must be adjusted according to the actual DSCS student attendance).

The legislature changed the funding statute for DSCS allowing for only one year of additional funding. The district had intended to utilize the additional dollars to provide market driven programs and parental choice. The district is moving forward with its signature programs, but at a much reduced rate.

Capital Plan

Ms. Windham will bring a revised Capital Plan to the Board in August. A revision will be necessary as we project how far into the future our capital funds will take us based on our current assessment of need (anticipated to be approximately three years).

In the past, the district received approximately \$3.5M annually to be used for capital needs in the area of building maintenance, technology, curriculum, buses, etc. Without the additional dollars for the DSCS, she projects the annual amount to total approximately \$700K per year, on an on-going basis. This will be a challenge as we begin to prioritize the spending of all the district's capital needs.

The Board packet included detailed information of the various components utilized in the budget preparation. The Board packet is available at the District Office or on the district's website (www.humboldtunified.com) under the Governing Board tab.

Comments from the Board:

- Everything balances; this doesn't happen often in other districts
- We are doing the best we can with what we have
- Budget preparation is difficult when laws are changing; Ms. Windham's cautious approach is appreciated
- We will keep moving forward with the signature programs
- People do not understand school finance; this is why our override did not pass

President Adler requested that the Board receive monthly attendance reports beginning this school year.

Brian Letendre moved to approve the proposed 2014-15 Annual Budget. Gary Hicks seconded and the motion carried unanimously.

8. PERSONNEL

A. Request for approval of the restructuring of the Director of Human Resources and Operations position to an Assistant Superintendent of Operations position to be held by Mr. Dan Streeter for the 2014-2015 fiscal year, and request for approval of the Assistant Superintendent Salary Schedule for the 2014-15 fiscal year

Superintendent Stanton reported that in 2010, the Governing Board voted to eliminate the position of Assistant Superintendent. Upon the resignation of the Assistant Superintendent for Educational Services, the determination was made to restructure the position to a Director level. HUSD is currently the only district in the tri-city area without an Assistant Superintendent.

Currently, many of the supervisory duties of the previous Assistant Superintendent position are overseen by the Director of Human Resources and Operations. The duties include acting as a liaison with the Board, other divisions of the school system, and other organizations on matters related to personnel, maintenance, transportation, food and nutrition, and information technology. The director also handles emergency situations, parental and community concerns, and serves in various capacities in which the Superintendent is unavailable.

A restructuring of the Director of Human Resources and Operations position to an Assistant Superintendent of Operations would allow for the current additional duties to be formalized. The Assistant Superintendent would have evaluative responsibilities, including, but not limited to the Directors of Food and Nutrition, Information Technology,

Maintenance, Transportation, and some of the principals. This position will allow for various policy-related procedures, such as, grievances and appeals, to be heard by the Assistant Superintendent. Mr. Streeter will continue to perform all of the duties of HR Director.

The 2009-2010 salary schedule was provided as a suggestion for the board to use in regards to the salary for the Assistant Superintendent of Operations for the future. Using this schedule, the new position will add approximately \$3,000 to Mr. Streeter's current salary (Step One – Master's Level).

The Board was in agreement that this is a step in the right direction for the District Office. In addition, it was mentioned that Director Windham needs assistance; her department is very lean and this leads to burn-out.

Suzie Roth moved to approve the restructuring of the Director of Human Resources and Operations position to an Assistant Superintendent of Operations position to be held by Mr. Dan Streeter for the 2014-2015 school year beginning at step one, Master's level, on the 2014-2015 Assistant Superintendent Salary Schedule. Carm Staker seconded and the motion carried unanimously.

Suzie Roth moved to approve the Assistant Superintendent Salary Schedule for the 2014-2015 fiscal year. Carm Staker seconded and the motion carried unanimously.

9. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

July 8, 2014	6:30 p.m.	Regular Meeting	@ Transportation Facility
August 19, 2014	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 9, 2014	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle School

Note: There will most likely be a second meeting in July to be held on July 22, 2014.

10. ADJOURNMENT

Suzie Roth moved to adjourn. Carm Staker seconded and the motion carried unanimously. The meeting adjourned at 7:12 p.m.

Respectfully submitted,

Mary Diaz,
Board Secretary

APPROVAL

Richard Adler, President

Brian Letendre, Vice President

Gary Hicks, Member

Suzie Roth, Member

Carm Staker, Member

CONSENT

Item 7C.

Food Program
Permanent Service Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 7C
FROM: Tami Hitt-Wyant, Food and Nutrition Director Reading
DATE: July 22, 2014 Discuss
SUBJECT: Approval of revised Food Program Permanent Service Agreement Action
Consent X

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

SUPPORTING DATA:

It is necessary to update the Food Program Permanent Food Service Agreement in order to complete the annual application process through Arizona Department of Education (ADE). Due to restructuring of the Food Program department at ADE, the Agreement has been edited. I would like to request the Superintendent, Director of Finance, and Director of Food and Nutrition be listed as signers. The purpose of this Agreement is to effectuate the National School Lunch Act and the Child Nutrition Act of 1966. This Agreement defines the role of the School Food Authority and the State Agency. Two original signed copies must be submitted to the State Agency.

Changes to Food Program Permanent Service Agreement:

Page/Section in New Agreement	Previous agreement	New agreement
1	6 programs covered	3 programs covered
2, section A	Summer Food Program included	Summer Food Program no longer covered under this agreement
3, d	Menus planned by meal pattern	Menus planned by Dietary Guidelines for Americans
6, y	Wellness policy	Wellness policy to encompass entire campus, measured assessment
6, z	HACCP, preparation and service	HACCP, any facility or part of a facility, change in semantics
8, G, 4	Effective July 1, 2011	Effective July 1, 2014
9, H	Summer Food included	Summer Food Program removed
13, 1	Payments due to vendor within 30 days of delivery	Payments are due to the delivering vendor within the terms to be determined after completion of credit application.
14	Donated foods	USDA food, change in semantics

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the revised Permanent Food Service Agreement.

Sample Motion:

I move to approve the revised Food Program Permanent Food Service Agreement.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

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



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FOOD PROGRAM

PERMANENT SERVICE AGREEMENT

ADE Contract No. ED09-0001

Revised Summer 2014

Humboldt Unified School District

("SPONSOR")

(Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SPONSOR pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SPONSOR is a public agency). If the SPONSOR is a public agency, the SPONSOR is authorized to enter into this Agreement pursuant to ARS-15-342

(to be completed by the SPONSOR)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SPONSOR enters into this Agreement with the BOARD for participation in one or more of the following programs (the "PROGRAM") (Check those that apply):

1. ☐ National School Lunch Program (CFDA No. 10.555)
2. ☐ School Breakfast Program (CFDA No. 10.553)
3. ☐ Special Milk Program (CFDA No. 10.556)



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2014

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SPONSOR for the above designated PROGRAMs operated by SPONSOR in accordance with the following regulations, and any amendments, which are applicable to such PROGRAMs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

The SPONSOR agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAMs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that, for each site listed on the site sheet of the application, it will conduct the above designated PROGRAM(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each PROGRAM (unless the requirement is restricted to a particular PROGRAM):

1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1).
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the PROGRAM. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SPONSOR, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service.
- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.



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- d. Plan menus in order to meet the Dietary Guidelines for Americans and key nutrient levels as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY CNP Office, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the PROGRAM application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SPONSOR to be eligible for such meals under 7 CFR part 245 and as described in the CNP Guidance Manual.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.11(i). Report verification results to the AGENCY no later than March 1. Collect and report the number of students who were terminated as a result of verification, but who were reinstated as of February 15. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SPONSOR's designated official signing the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SPONSOR with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, times an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SPONSOR shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each PROGRAM include:
 - (I) daily number of meals served to children, by category and type of meal;
 - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the PROGRAM, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and



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- (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).
- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the PROGRAM as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
 - o. The penalties specified in 7 CFR part 210.26 shall apply to any SPONSOR who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regards to claims submitted.
 - p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 are exempt, except they shall do a total count of all children at the point of service. School sites approved for Special Assistance, Provision 3 are exempt from any point of service meal counts.
 - q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
 - r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
 - s. Maintain necessary facilities for storing, preparing and serving food and milk.
 - t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SPONSOR application to participate in the PROGRAMs, or in withholding of reimbursement funds.
 - u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those PROGRAMs as specified in 7 CFR parts 210.21(d) and 220.16(d).
 - v. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORs contracting with a FSMC shall comply with 7 CFR part 210.16.



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- A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting, USDA Foods orders and procurement of FSMCs, in accordance with 7 CFR part 210.16
- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of PROGRAM operations. Written approval must be received from the AGENCY prior to both parties entering into contract.
 - x. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.
 - y. Each local educational agency participating in a PROGRAM authorized by the NSLA and CNA shall establish a local school wellness policy that includes, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and guidelines for school meals as specified in Public Law 111-296, Section 204. SPONSORS must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SPONSOR shall also periodically measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
 - z. As defined in the NSLA, the SPONSOR shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the PROGRAM, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
 - aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a



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report of the most recent inspection conducted, and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition PROGRAM shall only be required to obtain two (2) food safety inspections per year if the nutrition PROGRAMs offered use the same facilities for the production and service of meals.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and DEPARTMENT directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any PROGRAM or activity for which the SPONSOR receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by the furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized DEPARTMENT personnel during hours of PROGRAM operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the DEPARTMENT shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM applicant.
5. AGENCY and SPONSOR shall maintain information on civil rights complaints, if any, submitted and/or received by the SPONSOR, AGENCY or DEPARTMENT, and their resolutions.



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E. EQUAL OPPORTUNITY/NON DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SPONSOR recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SPONSOR mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.
2. The AGENCY shall promptly notify the SPONSOR of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2014 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2015, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by



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ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.

5. The SPONSOR's participation in the PROGRAM(s) under this Agreement is conditioned upon the AGENCY's approval of the SPONSOR's on-line application to the AGENCY through the CNP Web, a fully executed written Agreement with the AGENCY, and, in the event the SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SPONSOR's contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.
6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SPONSOR shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the AGENCY, SPONSOR shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SPONSOR must supply copies of its PROGRAM Application, Free and Reduced-Price Policy Statement and the Free and Reduced-Price Document Summary to the AGENCY. The Free and Reduced-Price Policy Statement will be considered a permanent document.

I. CONFLICT OF INTEREST; CANCELLATION

1. No employee, officer or agent of the SPONSOR who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SPONSOR, shall participate in selection or



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in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).

2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SPONSOR receives written notice of the cancellation unless the notice specifies a later time.

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

The SPONSOR assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SPONSOR toward fulfillment of this Agreement.

L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and



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available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SPONSOR shall produce the original of any or all such records.

N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

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

O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR. Pursuant to 7 CFR part 210.25, whenever it is determined that the SPONSOR has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the



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Agreement in whole, or in part. The SPONSOR may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SPONSOR shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

P. CERTIFICATION

The SPONSOR certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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USDA Foods AGREEMENT (Applicable to SPONSORS receiving USDA Foods)

Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute DEPARTMENT donated food to eligible SPONSORS. SPONSORS shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SPONSOR. The SPONSOR is responsible for establishing a purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SPONSOR becomes 30 days from the agreed credit terms. Failure to pay will result in termination of participation and non-renewal of USDA Foods Program
2. The SPONSOR agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SPONSOR agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SPONSOR ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SPONSOR is to notify the AGENCY when any loss of, or damage to, USDA Foods occurs.
4. The SPONSOR shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SPONSOR. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the PROGRAM.
5. The SPONSOR shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SPONSOR shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SPONSOR shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SPONSOR shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a PROGRAM is terminated.



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8. Funds received by the SPONSOR from sales of salvable containers or salvage of USDA Foods shall be deposited in SPONSOR's Non-Profit Food Service Account.
9. SPONSORS may elect to participate in the Food Distribution processing programs. Cost of the processing and distribution of the end product will be incurred by the SPONSOR. Participants shall:
 - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
 - b. Release USDA Foods only to the AGENCY approved processor;
 - c. Maintain records to support purchase of processed commodity end products; and
 - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SPONSOR shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SPONSOR shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs may use USDA Foods in the preparation of meals for eligible SPONSORS pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SPONSOR will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
 - a. Any donated food will be used only to benefit the SPONSOR's feeding operation;
 - b. Proper inventory controls will be maintained;
 - c. All books and records of the FSMC pertaining to the feeding operation of the SPONSOR will be available for the period indicated in Section M of this Agreement; and
 - d. The responsibility will be clearly defined for who (the SPONSOR or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SPONSORS participating in Special Milk Program)

THE SPONSOR AGREES TO:

1. Operate a nonprofit milk service.
2. Submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. Make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. Make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. Make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. Claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. Maintain full and accurate records of the PROGRAM operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. Furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).



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CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SPONSORS receiving \$100,000 or more in federal funds)

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



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CERTIFICATION PAGE

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

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

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

CERTIFICATION

State of Arizona)

County of (1) YAVAPAI)

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

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3)
1 _____ Arizona, on (4) _____, this governing board, by motion made, seconded
and carried, approved and authorized execution of an agreement between the (5)
Humboldt Unified School District and the State Board of Education (BOARD) for the purpose of
participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period
beginning July 1, 2014.

(6) Tami Hitt-Wyant has been designated by the governing board to sign this Agreement.
Name of Designated Official

(Cannot be the same as (2) above)

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

(7) _____
Signature of Governing Board Member
(Same as (2) above)



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT Revised Summer 2014

SIGNATURE PAGE

AGREED TO AND SIGNED:

1. Tami Hitt Wyant, Director Food Nutrition Tami Hitt-Wyant
(Print or Type Name and Title) (Signature of Designated Official if applicable)
[Same as item (6) on Certification Page]

Humboldt Unified School District 07/03/2014
(SPONSOR) (Date)

Address 6411 North Robert Road Prescott Valley, AZ 86314

OTHER AUTHORIZED SIGNATURES

2. Dr. Paul Stanton, Superintendent _____
(Print or Type Name and Title) (Signature)
3. Cynthia Windham, Director of Finance _____
(Print or Type Name and Title) (Signature)
4. _____
(Print or Type Name and Title) (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

(Superintendent of Public Instruction or Designee)
1535 West Jefferson, Phoenix, Arizona 85007

(Date)

ACTION

Item 8A.

ASBA Delegates

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8A
FROM:	Richard Adler, Governing Board President	Reading	
DATE:	July 22, 2014	Discuss	X
SUBJECT:	Arizona School Boards Association (ASBA) Delegate Assembly – Appointment of HUSD delegate and alternate delegate	Action	X
		Consent	

OBJECTIVE: Board Governance

SUPPORTING DATA:

To ensure an orderly process with which to conduct the meeting of the ASBA Delegate Assembly on Saturday, September 6, 2014, ASBA is requesting the names of the delegate and alternate who will represent our Board at the meeting. The selected delegate will have the opportunity to represent HUSD and our Board's views and concerns.

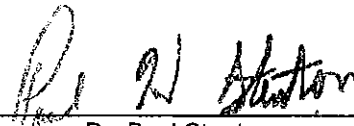
SUMMARY & RECOMMENDATION:

It is recommended that the Board select an HUSD delegate and alternate.

Sample Motion:

I move to approve the selection of _____ as delegate and _____ as alternate to represent our Board at the Delegate Assembly on September 6, 2013.

Approved for transmittal to the Governing Board: _____


Dr. Paul Stanton

Questions should be directed to: Richard Adler, Governing Board President,
richard.adler@humboldtunified.com



ASBA Delegate Assembly Special Notice

In accordance with the provisions of Article IV, Section 2(a) of the association bylaws, a governing board that is an active member of the association shall be deemed to be present at a membership meeting if one or more members of such governing board are in attendance. On each matter presented to the membership for vote, each governing board that is an active member shall be entitled to one vote, provided such governing board of a school district has paid dues as established and assessed as in Section 3(a) hereafter. The right to the floor for the purpose of discussion shall, however, be open to any and all members of a governing board that is an active member.

Section 3. Dues of membership

(a) Active - The dues of each school district shall be as established by the association at its annual membership meeting or as established by the law.

ASBA Official Delegate Form

To ensure an orderly process with which to conduct the meeting of the ASBA Delegate Assembly on Saturday, Sept. 6, 2014, please send us the names of the delegate and alternate who will represent your board at the meeting.

Prefer to complete and register online? Go to <http://www.azsba.org/events/delegate-2014/>

Name of Delegate: _____
(Please print)

Name of Alternate Delegate: _____
(Please print)

School District: _____
(Please print)

County: _____
(Please print)

☐ I am a first-time delegate (please check here).

Please submit your official delegate form to ASBA by Aug. 29, 2014.

- Complete delegate forms may be faxed to 602.254.1177.
- This form may also be completed and submitted online at <http://www.azsba.org/events/delegate-2014/>

Event Registration Is Also Required

All delegates must also register for the ASBA Delegate Assembly. The registration fee for this year's Delegate Assembly is \$55/person. Registration begins online on July 9, 2014, and must be completed no later than Aug. 29, 2014. Register at <http://www.azsba.org/events/delegate-2014/>

www.azsba.org

Quality leadership and advocacy for children in public schools

ACTION

Item 8B.

2015 ASBA Political Agenda

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 88
FROM:	Richard Adler, Governing Board President	Reading
DATE:	July 22, 2014	Discuss X
SUBJECT:	Arizona School Boards Association (ASBA) - 2015 Political Agenda	Action X
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA:

In May 2014 the HUSD Governing Board, along with other Arizona district governing boards, presented their list of important issues (long-term, short-term, and 2015 session-specific) to be considered by the ASBA Legislative Committee for their 2015 Political Agenda. The draft Political Agenda as recommended by the Legislative Committee to be considered by the Delegate Assembly on September 6, 2014 is attached.

SUMMARY & RECOMMENDATION:

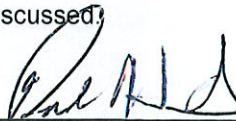
The Delegate Assembly determines the positions of the Arizona School Boards Association for any future Special Sessions of the current legislature and for the First Regular Session of the Fifty-Second Legislature. Following the Board's discussion about their views and concerns of the draft Political Agenda, the Board should instruct the District's official delegate as to the Board's direction in voting.

The Delegate Assembly will be held on September 6, 2014 in Scottsdale.

Sample Motion:

I move to support the 2014 ASBA Political Agenda as discussed.

Approved for transmittal to the Governing Board: _____



Dr. Paul Stanton

Questions should be directed to: Richard Adler, Governing Board President,
richard.adler@humboldtunified.com

2015 DRAFT Political Agenda – Legislative Committee Recommendations

Long-Term Focus – These overarching issues must be addressed for public schools to excel and provide an opportunity for every child to succeed. Providing high quality public education is the best investment to grow Arizona’s economy. The items below reflect those key issues on which we will concentrate over the next 5-10 years.

1. **Structurally change** ~~Revise~~ the school finance formula to **equitably and** adequately fund public schools to:
 - a. ~~Structurally change the tax structure to a~~Assure a more stable and reliable source.
 - b. Maximize local school district flexibility in managing these funds.
 - c. Require the same accountability measures of all schools and individuals that receive public funds.
 - d. Repeal any program that gives public monies to private schools.
 - e. ~~Include dedicated funding to education.~~

Rationale: The Committee believes that this wording change focuses more on the school funding formula and what is necessary to effectively fund public schools, rather than on the “how’s” such as the tax/revenue system. Additionally, the Committee feels that point (a) covers the need for a reliable funding source and renders point (e) unnecessary.

2. Uphold preservation of local control to reinforce the connection between the community and its elected governing board members.
3. Meet the unique educational needs of every student so that every student has the opportunity to reach his/her full potential.

Short-Term Focus – Building toward our long-term areas of success, the following items represent critical needs to put us on that path, and will engage our energies up to the next 3-5 years.

1. Fund voluntary, full-day kindergarten and include kindergarten students in the override calculation.
2. **Reinstate and fund** ~~Restore~~ capital funding to funding formulas **to comply with at least** state school building minimum standards ~~allocations.~~

Rationale: This year’s budget removed the various capital formulas, leaving in place “district additional assistance.” This not only underfunds our capital needs, it also eliminates the specific areas of capital need that were outlined in the minimum standards that provided a solution to Roosevelt v. Bishop.

3. Fund inflation fully in the **manner prescribed by statute mandated by Arizona voters** ~~baseline to uphold the voters' mandate.~~

Rationale: The Committee felt that this statement needed clarification and the statement strengthened pursuant to the court decision regarding Proposition 301.

4. Allow public school tax credits to be used as determined by local districts.

- ~~5. Create greater flexibility with mandated graduation requirements.~~

Rationale: ASBA has worked, and will continue to do so, with the State Board of Education to ensure greater flexibility is had with math credits, especially as it relates to Career and Technical education credits.

6. Establish appropriate financial and academic accountability for Empowerment Scholarship Accounts.

Rationale: In building towards ASBA's long-term focus of repealing any program that gives public monies to private schools, the Committee believes that in the shorter term, ASBA should work towards increasing the financial and academic accountability for ESAs that use public dollars to support private education. Additionally, ASBA will look for credit flexibility in other subjects as the opportunity arises.

2015 Legislative Session-Specific – Building toward our long-term areas of success, the following items reflect issues that will not only move us forward, but we believe can be accomplished next year given the legislative atmosphere and current public trends.

- ~~1. Advocate for an Administrative Reduction Omnibus~~ to lessen unfunded mandates and administrative burdens.

Rationale: The Committee acknowledged the numerous school districts reinforcing the goal to lessen unfunded mandates and administrative burdens; however, Committee members believe that staff should be given the greatest flexibility on how to accomplish this, particularly in light of the dearth of specific suggestions as to what an omnibus bill would contain. Therefore, we recommend removal of the omnibus language.

2. Restore Building Renewal funding to ensure school facilities are adequately maintained.

3. Change "override/**budget increase**" language to "**locally controlled funding support**" to better reflect what voters are being asked to support.

Rationale: While referred to as "overrides," the actual ballot language articulated in statute is "budget increase." Thus, the Committee continues to recommend a wording change, but believes "locally controlled funding" better articulates what an override is, especially when it comes to the actual ballot question.

~~4. Advocate for school safety funds to create a safe learning environment.~~

Rationale: Additional school safety dollars were appropriated in the Fiscal Year 2014 budget, with pilot program requirements and monies from the appropriation still being fleshed out.

5. Allow school districts greater flexibility in the divestiture of property to address population and course needs.
6. Maximize trust land income for teachers' salaries and student classroom opportunities.
7. Allow districts the option to operate individual schools for 200-day school years and increase **accompanying** funding ~~from 5% to 8%~~ **from 5%** to improve student achievement.

Rationale: The Committee recommends a wording change to make it clear that funding for 200-day school years should be at 8% from the current 5% (rather than appear to be requesting an increase in a range from 5% to 8%).

8. Restore 9th grade funding for CTE/JTEDs, **and fully fund JTEDs at 100%**, so that students have the opportunity to be exposed to **and pursue** career fields and/or certification completion.

Rationale: The Committee supported the numerous district proposals to also ensure that all JTEDs receive 100% funding in addition to restoring 9th grade funding, so that students are career-ready through exposure to various career fields and/or certification.

9. **Reinstate**~~Protect~~ the **ability**~~right~~ of districts to charter schools for innovation.

Rationale: Beginning in Fiscal Year 2015, a traditional school district will no longer be able to sponsor charter schools solely through its governing board. Those districts that sponsored charter schools prior to Fiscal Year 2014 are constrained with a 20% growth limit and those that began operation in FY15 can only operate that one year before converting back.

10. Fund the implementation costs of Arizona's new standards, assessments, and technology **and provide for adequate assessment transition time.**

Rationale: While funding for Arizona's College and Career Ready standards continues to be a core need, there are also accountability and policy implications that must be addressed (i.e., administration times, data turnaround times, needing a baseline data year for growth purposes, etc.)

11. Lead efforts to align Arizona's accountability system with the criteria desired for student, school, and district success.

Rationale: Not only will Arizona be choosing a new assessment, but, as we have seen with recent issues on the change in the traditional A-F high school model, there are changes happening as to what should and should not be measured and by how much, as well as

questions regarding the psychometrics of reliability. This is an opportune time for ASBA to lead the discussion on how we want to hold our schools and districts accountable that may move us beyond assessments and specific subject areas.

12. Provide greater equity in funding and access for special education students within the public school system.

Rationale: More than 7 years have elapsed since Arizona conducted its special education cost study. At the same time that schools are underfunded across the board, we have shortchanged our schools in special education funding. Further, access for special education students (charter schools, traditional school open enrollment, ESAs, etc.) continues to be problematic, creating an equity issue that needs to be addressed.

13. Establish appropriate financial and academic accountability for Arizona Online Instruction programs.

Rationale: The proliferation of online providers has heightened the discussions about what constitutes a quality online course, quality provider standards, how students are funded, etc. While opportunities exist for online learning to assist our public school students, it is important that the playing field be equal for brick-and-mortar and online providers and programs.