

# CONSENT

## Item 8L.

Gifts & Donations

## **GIFTS & DONATIONS**

Granville PTO – Kirsti Letendre  
5250 N. Stover Dr., Prescott Valley  
Donated a Lawn Tractor/Mower  
With the donor's value of \$2,125.94  
To be used at Granville Elementary School

Kiwanis Club of Bradshaw Mountain – Carolyn Larson  
P.O. Box 1649, Dewey  
Donated \$300 to Bradshaw Mountain High School - Choir

Kiwanis Club of Bradshaw Mountain – Carolyn Larson  
P.O. Box 1649, Dewey  
Donated \$1,500 to Bradshaw Mountain High School – Sport's Fund

J.S. Acker Musical Showcase – Jill Currey  
P.O. Box 12677, Prescott  
Donated \$1,000.00 to Bradshaw Mountain High School

Michelle Flores  
4721 N. Granada Dr. Prescott Valley  
Donated Brother MFC-94602DN Color Laser All-In-One Printer  
With the donor's value of \$530  
To be used at Bradshaw Mountain High School

Martha Topero  
9420 E. Manzanita Circle, Prescott Valley  
Donated backpacks and school supplies  
With the donor's value of \$100  
To be distributed through the HUSD Family Resources Center

Lifepointe Church – Dale Fry  
10100 Highway 69, Prescott Valley  
Donated 40 backpacks and school supplies  
With the donor's value of \$600  
To be used at Humboldt Elementary School

Pam Liuzzo  
5132 N. Verde Lane, Prescott Valley  
Donated clothing and shoes  
With the donor's value of \$50  
To be distributed through the HUSD Family Resource Center

Emmanuel Lutheran Church – Mary Jensen  
7763 E. Long Look Drive, Prescott Valley  
Donated backpacks and school supplies  
With the donor's value of \$2,000  
To be distributed through the HUSD Family Resources Center

# **DISCUSSION**

## **Item 9A.**

### **Germany Exchange Program**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9A
FROM:	Kort Miner, BMHS Principal Gina Hatfield, BMHS Teacher	Reading
DATE:	September 9, 2014	Discuss X
SUBJECT:	German Exchange Program Presentation	Action
		Consent

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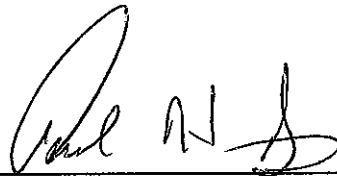
OBJECTIVE: Goal #1: To Raise the Level of Student Achievement

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### SUPPORTING DATA

The students involved in the German Exchange Program will present information to the school board about their trip.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

*Questions should be directed to:*

Gena Hatfield  
928-848-4679  
gena.hatfield@humboldtunified.com

# **DISCUSSION**

## **Item 9B.**

### **School Update**

### **GHMS**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 98
FROM:	Dr. Terri Matteson, Principal Glassford Hill MS	Reading
DATE:	September 9, 2014	Discuss X
SUBJECT:	Glassford Hill Middle School report to the Governing Board	Action
		Consent
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OBJECTIVE:	To share the great things happening at GHMS this school year	
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To the HUSD Governing Board and Dr. Paul Stanton, Superintendent:

I would like to begin by sharing our video for the Expect More Arizona Tour of Excellence. GHMS has entered as a school of excellence and are competing for a Spotlight award and for a People's Choice award. The Spotlight award is determined by a panel of judges from Expect More Arizona and the People's Choice award is given to the school/program that receives the most votes. We are actively campaigning for everyone we know to go online to Expect More Arizona Tour of Excellence and vote for GHMS **iChoose** Excellence. You can vote EVERY DAY, from as many email addresses as you have – and you don't even have to live in Arizona to vote.

In September we are celebrating our families. Last Wednesday, September 3<sup>rd</sup> we invited grandparents to come and have breakfast with their grandchild and then stay for a campus tour from our Panthers in Action students. Tomorrow will be Donuts for Dads and next Wednesday, September 17<sup>th</sup> will be Muffins for Moms. We often hear from the community that GHMS is an ugly building, but we know that the inside is spectacular with our student murals – this is an effort to get people to come in to see just how inviting the learning environment really is.

We will be continuing our Student Advisory Groups (SAGs) this year as part of our **iChoose** Excellence Program. SAGs will meet every month, and will meet for the second time this school year tomorrow during **iChoose** period. We are using the Search Institute's curriculum entitled SPARKS to help our students find that one thing that they are truly passionate about – sports, music, writing, and then the advisors can use that in the team building activities to follow. In tomorrow's SAG meetings we will be looking at our Galileo Pre-Assessment results, as well as Progress Report grades and students will be writing goals for this school year.

Our Galileo Pre-Assessment results are our starting point for this school year. Our analysis shows that 57% of our students are on track to master the math standard, 76% of our students are on track to master reading, 69% for writing, and 67% for science. Our RtI intervention tutorials will focus on those students who are in the lower 25 percentile and our **iChoose** enrichment seminars will focus on providing a rigorous curriculum that will move all of our students forward.

Glassford Hill Middle School's Outdoor Classroom/Habitat project is underway with a community workday scheduled for Saturday, September 27<sup>th</sup>. Currently we are working on getting the habitat fenced so we can begin construction of the water feature. We are also working on our rainwater catchment system that will capture rainfall from the school roof and that water will be used to feed the water feature and the drip irrigation system. We will have work Saturdays once a month to provide community service hours for our National Junior Honor Society students and other campus organizations. The Prescott Highland's Center will be working with us in the spring to do a Plant Donation Campaign and we will use a couple of Saturdays in the spring to put in the plants and finish out the habitat.

GHMS will also have a strong representation at the Support Our Schools AZ Walk4Education on Saturday, September 13<sup>th</sup> at Chase Ball Field. We will be taking 132 students and 78 adults to be part of this exciting statewide event. The GHMS Choir will perform with the choir from Coyote Springs Elementary School and the Bradshaw Mountain High School Drum Line at the Humboldt Unified Showcase.

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

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





# **DISCUSSION**

## **Item 9C.**

**Asst. Supt. Update**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 9C  
FROM: Dan Streeter, Assistant Superintendent Reading  
DATE: September 9, 2014 Discuss X  
SUBJECT: Assistant Superintendent Update Action

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

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### SUPPORTING DATA:

The assistant superintendent report will include an update on the following:

- Enrollment
- Staffing
- Maintenance
- Teacher Evaluation
- Bell Schedules

Approved for transmittal to the Governing Board:



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Dr. Paul H. Stanton, Superintendent

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

# DISCUSSION

## Item 9D.

Ed. Services Update

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 90
FROM:	Cole Young, Director of Educational Services	Reading
DATE:	September 9, 2014	Discuss X
SUBJECT:	Educational Services Update	Action
		Consent
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OBJECTIVE:	Goal #1 To Raise the Level of Student Achievement	

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### 2014 Summer School Update

Humboldt Unified School District offered Title One Summer School to all of our kindergarten through third grade students during the month of June. This program offered a program that consisted of three hours of intensive reading and writing intervention four days a week for four weeks. We had over 200 students register for summer school creating class sizes of no more than 23 students with two adults. We had 11 certified teachers and 13 highly qualified classified staff assisting in this program. Kim Grant was the on-site Teacher on Assignment overseeing the planning and administration of this successful summer school program.

A program analysis was done on summer school which will be shared during the presentation.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Cole Young (759-5016) or Kim Grant (759-4700)

# DISCUSSION

## Item 9E.

### Tax Rates

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 9E  
FROM: Cynthia Windham, Finance Director Reading  
DATE: September 9, 2014 Discuss X  
SUBJECT: FY 14-15 Tax Rates Action

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OBJECTIVE: Annual Requirement

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### FY 14-15 TAX RATES:

The Humboldt Unified School District's tax rates for the FY 14-15 year have been calculated and submitted to the Yavapai County Board of Supervisors for adoption.

The rates for the upcoming year are as follows:

	FY 14-15	FY 13-14	Difference
Primary	\$4.5013	\$4.4117	.0896
Secondary	<u>\$1.0265</u>	<u>\$1.0912</u>	<u>-.0647</u>
	\$5.5278	\$5.5029	.0249

The rate of \$5.5278 represents a combined increase of .0249 cents over last year.

### ELEMENTS AFFECTING THE PRIMARY TAX RATE

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

- Budget Allocation
  - Formulas set by the State
  - Based on district student attendance, etc.
- Assessed Valuation of the District
  - Specific to each district driven by the market/economy
  - Set by the County Assessor
- Qualifying Tax Rates
  - Set by the State
- Collection of Tax Levies
  - Specific to each district driven by the economy
  - Delinquency rate

Each of the above items represents factors that are specific to each individual school district and will affect area districts differently, even within the same county (with the exception of the Qualifying Tax Rate which is set on a state-wide basis).

### Effect of Tax Rates on the Taxpayers:

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

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

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

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

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

**SUMMARY & RECOMMENDATION:**

None needed – discussion item only.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

*Questions should be directed to: Cynthia Windham (759-4000)*





# **DISCUSSION**

## **Item 9F.**

**ASBA**

**First Reading  
Policy Advisories  
(504 – 518)**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9F
FROM:	Dr. Paul Stanton, Superintendent	Reading X
DATE:	September 9, 2014	Discuss X
SUBJECT:	Policy Review - Policy Advisories #504-518 First Reading	Action
		Consent

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**OBJECTIVE:** Board Governance

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### **SUPPORTING DATA:**

To insure compliance with State Statutes, Policy Advisories 504 – 518 have been submitted by the Arizona School Boards Association (ASBA) relating to Section B (Board Governance & Operations), Section E (Support Services), Section G (Personnel), Section I (Instructional Program), Section J (Students), and Section K (School – Community Relations).

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

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

PA #504	BCB – Board Member Conflict of Interest
PA #505	BDB – Board Officers
PA #506	BEC – Executive Sessions/Open Meetings
PA #507	BEDBA – Agenda Preparation and Dissemination
PA #508	ECB – Building and Grounds Maintenance
PA #509	GDF – Support Staff Hiring
PA #510	GDFA – Support Staff Qualifications and Requirements
PA #511	GDQA – Support Staff Reduction in Force
PA #512	IKE, IKE-RB – Promotion and Retention of Students
PA #513	IKF – Graduation Requirements
PA #514	JFAB – Tuition/Admission of Non-resident Students
PA #515	JLCB-E – Immunization of Students
PA #516	JQ – Student Fees, Fines, and Charges
PA #517	KDB-R – Public's Right to Know/Freedom of Information
PA #518	KF, KF-EA – Community Use of School Facilities

### **SUMMARY & RECOMMENDATION:**


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

Each Policy Advisory Discussion may be found on the page(s) immediately prior to the documents which are to be considered by the Governing Board for adoption as a policy or the Superintendent for implementation as a regulation or exhibit. HUSD administrative recommendations are also included.

The Second Reading will be included on a future meeting agenda. Upon approval these policies, regulations, and exhibits will become effective immediately and will be added to the current Policy Manual.

**Sample Motion:** n/a

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

Questions should be directed to: Paul Stanton 759-5007 (Section B)  
Ben Peters 759-5145 (Section E)  
Dan Streeter 759-4006 (Sections G, K)  
Danny Brown 759-4010 (Sections I, J)

# **POLICY SERVICES**

## **ADVISORY**

Volume 26, Number 3

August 2014

Policy Advisory No. 504 .....	BCB — Board Member Conflict of Interest
Policy Advisory No. 505 .....	BDB — Board Officers
Policy Advisory No. 506 .....	BEC — Executive Sessions/Open Meetings
Policy Advisory No. 507 .....	BEDBA — Agenda Preparation and Dissemination
Policy Advisory No. 508 .....	ECB— Building and Grounds Maintenance
Policy Advisory No. 509 .....	GDF — Support Staff Hiring
Policy Advisory No. 510 .....	GDFA — Support Staff Qualifications and Requirements
Policy Advisory No. 511 .....	GDQA — Support Staff Reduction in Force
Policy Advisory No. 512 .....	IKE, IKE-RB — Promotion and Retention of Students
Policy Advisory No. 513 .....	IKF — Graduation Requirements
Policy Advisory No. 514 .....	JFAB— Tuition/Admission of Non-resident Students
Policy Advisory No. 515 .....	JLCB-E— Immunization of Students
Policy Advisory No. 516 .....	JQ — Student Fees, Fines, and Charges
Policy Advisory No. 517 .....	KDB-R — Public's Right to Know/Freedom of Information
Policy Advisory No. 518 .....	KF, KF-EA — Community Use of School Facilities

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

## **POLICY ADVISORY DISCUSSION**

Each Policy Advisory Discussion may be found on the page(s) immediately prior to the document(s) which is (are) to be considered by the Governing Board for adoption as a policy or the Superintendent for implementation as a regulation or exhibit.

## **POLICY ALERTS**

The two policy alerts included below are topics which are addressed in a number of policies, regulations, and exhibits in the Manual. The school district may initiate changes or references as appropriate.

### **Address Confidentiality Program**

As defined by the Arizona Secretary of State, the Address Confidentiality Program allows persons who have been subjected to domestic violence offenses, sexual offenses or stalking to keep their residence addresses confidential and not accessible to the general public. Program participants will receive a substitute address that becomes the participant's lawful address of record.

Various documents throughout the Policy Manual, many of which are locally created, request current and valid address and identification information on a variety of forms, including admission/enrollment, attendance, records access and transfers, concerns/complaints, health services/information, etc.

Each school district should train staff to be aware of and utilize the current and valid address confidentiality program authorization card whenever appropriate in order to not compromise the confidentiality of a program enrollee.

Additional information, including legislation pertaining to the Address Confidentiality Program in A.R.S. Title 41, State Government, may be found at the Secretary of State's website at <http://www.azsos.gov/Info/acp/>.

### **Child Protective Services**

Child Protective Services (CPS) has changed its name to Department of Child Safety (DCS). The former name occurs throughout the Manual in policies, regulations, and exhibits, including the ones distributed in PA 503 (JLF-EB through JLF-ED), March 2014. The Manual will be altered; however, the forms distributed by the agency and the Department of Child Safety (DCS) website still include the older name. These will be updated as the agency releases new publications. The District may alter the name as it develops or changes policies or other documents or substitute the new name as deemed necessary.

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, Director of Legal/Policy Services; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant. Our E-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddecabooter@azsba.org]. You may also fax information to (602) 254-1177.

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

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## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 504 Policy BCB — Board Member Conflict of Interest. (Paul Stanton)**

The language in a prior Policy Advisory 499, March, 2014, included this: "Board Members are forbidden from supplying school districts with equipment, material, supplies or services unless pursuant to an award or contract let after public competitive bidding. An exception exists for equipment, material, and supplies under certain dollar amounts. Policy BCB is revised to clarify that the exception for Board Member purchases applies only to equipment, materials, and supplies, and NOT services."

Inadvertently the policy document included the word supplies in place of services under "Purchases from Governing Board Members" in the places indicated below. Please make the appropriate substitution.

It is the recommendation of administration that this policy be accepted as presented by ASBA.

## **BOARD MEMBER CONFLICT OF INTEREST**

### **Voting Restrictions**

Notwithstanding any other provision of law, a Governing Board member shall be eligible to vote on any budgetary, personnel, or other question that comes before the Board, except that it shall be unlawful for a member to vote on a specific item that concerns the appointment, employment, or remuneration of such member or any person related to such member as a dependent as defined in A.R.S. 43-1001. [LEGAL REF.: A.R.S. 15-323]

### **Employment Limitation**

No dependent, as defined in Section 43-1001, of a Governing Board member may be employed in the District, except by consent of the Board. [LEGAL REF.: A.R.S. 15-502]

No employee of the District or the spouse of such employee may hold membership on the Governing Board of the District. [LEGAL REF.: A.R.S. 15-421]

### **Conflict of Interest**

Any Board member or employee of the District who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to the District shall make known that interest in the official records of the District and shall refrain from voting upon or otherwise participating in any manner as a Board member or employee in such contract, sale, or purchase. [LEGAL REF.: A.R.S. 38-503]

Any Board member or employee who has, or whose relative has, a substantial interest in any decision of the District shall make known such interest in the official records of the District and shall refrain from participating in any manner as a Board member or employee in such a decision. [LEGAL REF.: A.R.S. 38-503]

### **Purchases from Governing Board Members for Districts with 3,000 or More Students**

School district procurement rules are required for all purchases of service from Governing Board members, regardless of the dollar amount. Purchases for supplies services may only be made after public competitive bidding. Purchases of supplies, materials, and equipment from Board members are subject to the following:

- Purchases for supplies, materials, and equipment are limited to three hundred dollars (\$300) per transaction;

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

- Total purchases within any twelve (12) month period are limited to one thousand dollars (\$1,000);
- The purchases comply with the Uniform System of Financial Records (USFR) guidelines for oral and written quotations.
- The Board has, by majority vote, adopted or reconfirmed a policy authorizing such purchases within the preceding twelve (12) month period.

[LEGAL REF.: A.R.S. 38-503; 15-323; A.G.O. I84-012; I06-002]

### **Purchases from Governing Board Members for Districts with Fewer than 3,000 Students**

School district procurement rules are required for all purchases of service from Governing Board members, regardless of the dollar amount. Purchases for supplies services may only be made after public competitive bidding. Purchases of supplies, materials, and equipment from Board members are subject to the following:

- Purchases less than one hundred thousand dollars (\$100,000) comply with the Uniform System of Financial Records (USFR) guidelines for oral and written quotations;
- Purchases of one hundred thousand dollars (\$100,000) and above comply with the school district procurement rules for public competitive bidding;
- Each purchase is approved by the Governing Board;
- The amount of the purchase is included in the Board's meeting minutes.

[LEGAL REF.: A.R.S. 15-323; A.G.O. I06-002]

### **Filing of Disclosures**

The District shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to the statutory conflict-of-interest provisions. [LEGAL REF.: A.R.S. 38-509]

*Adopted:* date of Manual adoption

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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LEGAL REF.: A.R.S. 15-213  
15-323  
15-421  
15-502  
38-481  
38-503  
38-509  
43-1001  
A.G.O. I84-012  
I87-035  
I88-013  
I06-002

CROSS REF.: BBBA - Board Member Qualifications  
DJE - Bidding/Purchasing Procedures

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 505 Policy BDB — Board Officers. (Paul Stanton)**

This addition to the policy is intended to clarify that Governing Board President, on behalf of the Governing Board as a whole, is to consult with and approve the items to be placed on the agenda for each meeting.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## BOARD OFFICERS

### President

The duties of the President of the Board shall be as follows:

- Preside over all meetings and conduct meetings in accordance with Arizona law and policies of the District.
- Consult with the Superintendent and, on behalf of the Governing Board as a whole, approve items to be placed on the agenda for each meeting.
- Encourage and maintain orderly and democratic participation.
- Keep all discussions factual and on the subject at hand.
- Allow for full and complete exploration of each item of business.

In the absence of the President of the Board, the Board members shall select a temporary president, which selection shall be recorded in the minutes.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-321

CROSS REF.: BEDB - Agenda  
BEDBA – Agenda Preparation and Dissemination

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 506 Policy BEC — Executive Sessions/Open Meetings. (Paul Stanton)**

This advisory clarifies that an Executive Session may be held without entering into open session if the meeting has been properly voted on, noticed, and the applicable statutes have been identified in a public meeting prior to the session.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## EXECUTIVE SESSIONS / OPEN MEETINGS

The Board may enter into executive session after the following requirements have been met:

- A notice of the executive session has been provided to the Board members and the general public stating the provision of law authorizing the executive session in accordance with Board Policy BEDA.
- The Board has first been convened in open meeting, for which notice, stating the specific provision of law authorizing the executive session, has been given.
- The Board President has identified the section or sections of A.R.S. 38-431.03 that authorize the holding of the executive session and has stated the language of the section(s) and a general description of the matters to be considered.
- The executive session is authorized by a vote in open session, either during the current Governing Board meeting or at a prior meeting of the Board designating the time and the date of the future executive session.

No final action, decision, or vote shall be taken while the Board is in executive session, except as provided by law.

The Board shall reconvene the open meeting after an executive session prior to adjourning the meeting.

During the executive session, all persons present in the executive session will be read the admonition on the confidentiality of the executive session minutes and deliberations.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-843	38-431.02
	38-431.01
	38-431.03
A.G.O. I79-45	I80-146
I79-49	I81-058
I79-126	I81-060
I79-136	I81-090
I80-118	

CROSS REF.: BBBB - Board Member Oath of Office  
 BEDA - Notification of Board Meetings  
 BEDG - Minutes  
 JKD - Student Suspension

## **POLICY ADVISORY DISCUSSION**

**Policy Advisory No. 507 Policy BEDBA – Agenda Preparation and Dissemination. (Paul Stanton)**

The purpose of this policy advisory is to allow a limitation in the policy, if adopted by the Governing Board, in which the Superintendent may place items on the agenda, with the approval of the Governing Board President, on behalf of the Governing Board as a whole.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## AGENDA PREPARATION AND DISSEMINATION

### Regular Meetings:

The Superintendent will prepare Board meeting agendas in consultation with the Board President.

The Superintendent, with the approval of the Board President, on behalf of the Governing Board as a whole, or Board members may place items on the agenda. Any Board member desiring to place proposing an item for consideration of placement on the agenda will notify the Superintendent of the particular item of business at least five (5) working days before the meeting.

The agenda and supporting materials shall be distributed to the Board members not less than twenty-four (24) hours prior to the meeting.

Upon request, copies of the agenda shall be available to the public and the press.

### Special Meetings:

Whenever possible, the procedures for agenda preparation and dissemination used for regular meetings will be used for special meetings.

These procedures may be altered by the Superintendent during an emergency or when compliance would be impractical. However, the Superintendent shall comply with all legal requirements in scheduling special meetings.

*Adopted:* date of manual adoption

LEGAL REF.: A.R.S. 38-431 *et seq.*

CROSS REF.: BDB – Board Officers

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 508 ECB— Building and Grounds Maintenance (Ben Peters)**

Senate Bill 1102 established language in A.R.S. 15-2032, School Facilities Board building renewal grant fund; definitions, that has been incorporated into ASBA policy document ECB, Building and Grounds Maintenance.

A Preventative Maintenance position was approved by the board in August 2012.

District Maintenance will continue using the Arizona School Facilities Board Preventative Maintenance Checklist and file the annual report.

It is the recommendation of administration that the policy be accepted as present by ASBA.



## BUILDING AND GROUNDS MAINTENANCE

Adequate maintenance of buildings, grounds and property is essential to efficient management of the District.

The Board directs a continuous program of inspection and maintenance of school buildings and equipment. Wherever possible, maintenance shall be preventive and will focus on providing an on-going healthy learning environment for both students and school personnel. Emphasis will be placed on the implementation of a District Indoor Air Quality (IAQ) Management Plan in order to minimize indoor air pollution.

The Superintendent shall appoint a District IAQ Coordinator who will develop and implement inspection, maintenance, repair, use, and disposal schedules as applicable for buildings, HVAC systems, new construction and renovations, chemicals and other materials.

Routine preventative maintenance means services that are performed on a regular schedule at intervals ranging from four (4) times a year to once every three (3) years, or on the schedule of services recommended by the manufacturer of the specific building system or equipment.

The Superintendent shall oversee the development and implementation of routine facilities preventative maintenance guidelines covering the District's:

- plumbing systems,
- electrical systems,
- heating, ventilation and air conditioning systems,
- special equipment and other systems, and
- roofing systems, including visual inspections performed by District personnel to search for signs of structural stress and weakness.

A roofing inspection is required to be:

- Accomplished prior to any repair or replacement of roof elements or roof mounted equipment performed in accordance with the requirements of the local building official requiring a permit.
- Conducted by a registered structural engineer or other professional with appropriate skills, training and certification.

District preventive facilities maintenance guidelines shall be submitted to the School Facilities Board for review and approval.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-341  
15-342.01  
15-2002  
15-2031  
15-2032  
15-2131  
15-2132

CROSS REF.: EB - Environmental and Safety Program  
JLIF - Sex Offender Notification

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 509 GDF— Support Staff Hiring and Policy Advisory No. 510 GDFA — Support Staff Qualifications and Requirements (Dan Streeter)**

Senate Bill 1391, Fifty-First Legislature, Second Regular Session, included a number of provisions related to fingerprint checks and fingerprint clearance cards which have been added to several policies. Legal and/or cross references have been added to Policies GCF, GCFC, GDG, and LDA with no substantive changes to the policy language. Policies GDF and GDFA are presented with substantive additional language.

Legal and cross references for Policies GCF, GCFC, GDG and LDA are as follows:

**Policy GCF, Professional Staff Hiring**

Legal References add 23-1361.

Cross References add GCFC – Professional Staff Certification and Credentialing Requirements.

**Policy GCFC, Professional Staff Certification and Credentialing Requirements**

Legal References add 23-1361.

**Policy GDG, Part-time and Substitute Support Staff Employment**

Legal References add 23-1361.

Cross References add GDF – Support Staff Hiring and GDFA – Support Staff Qualifications and Requirements.

**Policy LDA – Legal References add 23-1361.**

It is the recommendation of administration that the policies be accepted as presented by ASBA.

## SUPPORT STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive wages within the financial capabilities of the District, adequate facilities, and good working conditions.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.
- Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check or a fingerprint clearance card has been issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:

- The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed or a fingerprint clearance card is issued or denied.

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

- The District obtains from the Department of Public Safety a statewide criminal records information check on the applicant. Subsequent criminal records checks are also required every one hundred twenty (120) days until the date that the fingerprint check is completed; or the fingerprint clearance card is issued or denied.
- The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- The District provides general supervision of the applicant until the date the fingerprint check is completed; or the fingerprint clearance card is issued or denied.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by section 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. 41-1750 is guilty of a class 6 felony.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 13-3716  
15-502  
15-512  
23-211  
23-212  
23-1361  
38-201  
38-481  
41-1756

CROSS REF.: GDFA – Support Staff Qualifications and Requirements  
(fingerprinting requirements)

## SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

### (Fingerprinting Requirements)

All newly hired noncertificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or the guardians of students who attend school in the District but who are required or allowed to provide services directly to students without the supervision of a certificated employee - shall be fingerprinted as a condition of employment, except for the following:

- Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.
- Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

The School District may require noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.

For the purposes of this policy, supervision means under the direction of and, except for brief periods of time during a school day or a school activity, within sight of a certificated employee when providing direct services to students.

If the School District does not require a fingerprint clearance card as a condition of employment, noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.

The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.

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The candidate's fingerprints shall be submitted, along with the form prescribed in GDFA-E, within twenty (20) days after being selected. The form shall be considered a part of the application for employment. The District may terminate an employee if the information on the affidavit required by A.R.S. 15-512 is inconsistent with the fingerprint test results, information received from the fingerprint check or the information received in connection with a fingerprint clearance card application.

The District will assume the cost of fingerprint checks or fingerprint clearance card applications but will assess the employee for charges incurred. Personnel who are not paid employees will not be charged for fingerprint costs.

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

- Sexual abuse of a minor.
- Incest.
- First- or second-degree murder.
- Kidnapping.
- Arson.
- Sexual assault.
- Sexual exploitation of a minor.
- Felony offenses involving contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor.
- Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- Burglary in the first degree.
- Burglary in the second or third degree.



- Aggravated or armed robbery.
- Robbery.
- A dangerous crime against children as defined in A.R.S. 13-705.
- Child abuse.
- Sexual conduct with a minor.
- Molestation of a child.
- Manslaughter.
- Aggravated assault.
- Assault.
- Exploitation of minors involving drug offenses.

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

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

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

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

- Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- Provide for fingerprint checks pursuant to A.R.S. 41-1750
- Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

*Adopted:* date of manual adoption

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

LEGAL REF.: A.R.S. 15-512  
23-1361  
41-1750

CROSS REF.: GDF – Support Staff Hiring  
GDG – Part-Time and Substitute Support Staff Employment  
JLIA – Supervision of Students

## **POLICY ADVISORY DISCUSSION**

**Policy Advisory No. 511 GDQA — Support Staff Reduction in Force.** (Dan Streeter)

This wording change is for consistency of language in the document.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## SUPPORT STAFF REDUCTION IN FORCE

The number and type of support staff positions required to implement the District's educational program will be determined annually by the Board after recommendation from the Superintendent. In the event the Board decides to release support staff members, the following guidelines will be in effect:

- Normal attrition due to terminations will be relied upon as the first means of reducing the staff.
- If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  - Qualifications of staff members to accomplish the District's program.
  - Overall experience, training, and ability.
  - Past contributions to the program of the District.
  - All other factors being equal, length of service in the District.

Criteria for selection of staff members to be released will be applied separately to employees within specialty categories.

Personnel to be ~~laid-off~~ released for the ensuing school year shall be notified of such layoff release as soon as practical.

*Adopted:* date of Manual adoption

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 512 IKE, IKE-RB —Promotion and Retention of Students (Danny Brown)**

House Bill 2501 adds language to A.R.S. 15-701, (Common school; promotion; requirements; certificate; supervision of eighth grads by superintendent of high school districts; high school admissions; academic credit), stating that, 'A school district may conduct a ceremony to honor pupils who have been promoted from the eighth (8th) grade'. This language has been added to ASBA policy document IKE.

House Bill 2637 modified language in A.R.S. 15-701 to include provisions disallowing retention in the third grade if data regarding a pupil's performance on the Arizona Instrument to Measure Standards test, or a successor test, is not available before the start of the following academic year. Intervention and remedial strategies are now required for these students if the third grade assessment data subsequently demonstrates that the pupil's reading ability falls far below the third grade level or the equivalent. Applicable language has been added to IKE-RB.

Outdated policy language has been deleted from IKE-RB as it is no longer necessary.

It is the recommendation of administration that the policy and regulation be accepted as presented by ASBA.

## PROMOTION AND RETENTION OF STUDENTS

### (Promotion or Retention of Elementary Students; High School Course Pass or Fail)

#### Regular Education

The District is dedicated to the continuous development of each student.

Year to year promotion of a student in grades one (1) through eight (8) will be based upon standards for each basic subject area as identified in the course of study. The District may conduct a ceremony to honor pupils who have been promoted from the eighth (8th) grade.

The District standards that students must achieve shall include accomplishment of the standards in reading, written communication, mathematics, science, and social studies adopted by the State Board of Education.

The promotion of a student from grade three (3) shall be conditioned on the satisfaction of the applicable competency requirements prescribed by A.R.S. 15-701 and depicted in Administrative Regulation IKE-RB.

In addition to these standards, test scores, grades, teacher-principal recommendations, and other pertinent data will be used to determine promotion.

Retention of students is a process that is followed when the professional staff, in consultation with the parent, determines it to be in the best interests of the student. Though primary grades are suggested as the most appropriate time, retention may be considered at any grade level.

When circumstances indicate that retention is in the best interest of the student, the student will have individual consideration, and decisions will be made only after a careful study of facts relating to all phases of the student's growth and development. The student's academic achievement level and mental ability are important, but physical and social characteristics are also important factors. A decision should be based on sufficient data, collected over a period of time and motivated by a desire to place students in school programs where they will be the most successful.

The earning of credit for a high school course is based on the student's satisfactory completion of the course academic requirements as demonstrated by the student's course grade. Periodic grade reports shall inform the student and the student's parent(s)/guardian(s) of the student's progress in a course. The teacher should further inform and confer with the student's parent(s)/guardian(s) whenever the student's lack of satisfactory progress in the course indicates a trend toward the student receiving a failing course grade. No course credit is granted for a failing grade.

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A student's high school grade classification (i.e., freshman - ninth [9th]; sophomore - tenth [10th]; junior - eleventh [11th]; or senior - twelfth [12th]) is determined by the number of units of credit the student has earned relative to the respective minimum number of credits to attain each successive classification. A student must achieve passing grades in the number of required and elective course credits prescribed by the Governing Board and the State Board of Education to be granted a high school diploma.

In addition to the above, such decisions, when applied to students enrolled in special education, shall be on a case-by-case basis, consistent with the individualized education program and in accordance with A.A.C. R7-2-301 and R7-2-401.

### **Special Education**

Students who do not meet regular promotion requirements must meet the course of study and promotion requirements for special education under the guidance of A.A.C. R7-2-401. The programs for such students may include adaptations.

Any student unable to meet regular academic requirements for promotion must meet the requirements of an alternative curriculum derived from the regular curriculum, which will be developed by an individualized educational program (IEP) team on an individual basis. Students placed in special education will complete the course of study as prescribed in their individual promotion plans and implemented through their individual education programs. Course work will be presented at a level commensurate with the student's ability. The student's permanent file shall identify the courses completed through special education; however, the student will receive the standard certificate of promotion.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-203  
15-341  
15-342  
15-521  
15-701  
15-701.01  
15-715  
15-802  
A.A.C. R7-2-301  
R7-2-309  
R7-2-401  
A.G.O. 184 - 016

CROSS REF.: IHA - Basic Instructional Program  
IKF - Graduation Requirements

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

## PROMOTION AND RETENTION OF STUDENTS

### **Competency Requirements for Promotion of Students from Third Grade for School Years ~~2010-2011, 2011-2012 and 2012-2013~~**

The District shall provide an annual written notification to parents or guardians of students in kindergarten programs and first (1st), second (2nd) and third (3rd) grades that a student who obtains a score on the reading portion of the Arizona Instrument to Measure Standards (AIMS) test, or a successor test, that demonstrates the student is reading far below the third (3rd) grade level or the equivalent as established by the Board will not be promoted from the third (3rd) grade.

If the student's school has determined that the student is substantially deficient in reading before the end of grade three (3), the District shall provide to the parent or guardian of that student a separate written notification of the reading deficiency that includes the following information:

- A description of the current reading services provided to the student.
- A description of the available supplemental instructional services and supporting programs that are designed to remediate reading deficiencies. The District shall offer at least one (1) intervention strategy and at least one (1) remedial strategy for pupils with reading deficiencies. The notification shall list the intervention and remedial strategies offered and shall instruct the parent or guardian to choose the strategy that will be implemented for the student.
- Parental/guardian strategies to assist the student to attain reading proficiency.
- A description of the District policies on midyear promotion to a higher grade.

### **~~Competency Requirements for Promotion of Students from Third Grade for School Years 2013-2014 and Thereafter~~**

~~In addition to competency requirements for school years 2010 through 2012 beginning with the 2013-2014 school year~~ Competency requirements for the promotion of a student from the third (3rd) grade shall include the following:

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- The student shall not be promoted from the third (3rd) grade if the pupil obtains a score on the reading portion of the AIMS test, or a successor test, that demonstrates the student's reading skills fall far below the third (3rd) grade level or the equivalent as established by the Board, unless the student is exempt from mandated retention or the pupil qualifies for an exemption as determined by the Governing Board.
- The Governing Board may promote a student from the third (3rd) grade if the student obtains a score on the reading portion of the AIMS test, or a successor test, that demonstrates the student's reading skills fall far below the third (3rd) grade level for any of the following:
  - A good cause exemption if the student is an English learner or a limited proficient student as defined in section 15-751 and has had fewer than two (2) years of English language instruction.
  - A student with a disability as defined in section 15-761 if the pupil's individualized education program team and the student's parent or guardian agrees that promotion is appropriate based on the student's individualized education program.
  - The student has demonstrated reading proficiency on an alternate assessment approved by the State Board of Education (SBE).

A pupil may not be retained if data regarding the pupil's performance on the Arizona Instrument to Measure Standards test, or a successor test, is not available before the start of the following academic year. A pupil who is not retained due to the unavailability of test data must receive intervention and remedial strategies as in the section immediately below if the third grade assessment data subsequently demonstrates that the pupil's reading ability falls far below the third grade level or the equivalent.

***Intervention and Remedial Strategies Developed by  
the State Board of Education (SBE) for Students  
Who Are Not Promoted from the Third Grade***

The Governing Board shall offer at least one (1) of the intervention and remedial strategies developed by the SBE. The parent or guardian of a student not promoted from the (3rd) grade and the student's teacher(s) and principal may choose the most appropriate intervention and remedial strategies that will be provided to that student. The intervention and remedial strategies developed by the SBE shall include:

- A requirement the student be assigned to a different teacher for reading instruction.
- Summer school reading instruction.

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- Intensive reading instruction in the next academic year that occurs before, during, or after the regular school day, or any combination of before, during and after the regular school day.
- Online reading instruction.

The intervention and remedial strategies developed by the SBE shall also:

- Provide for universal screening of pupils in preschool programs, kindergarten programs and grades one (1) through three (3) that is designed to identify students who have reading deficiencies in accordance with A.R.S. 15-704.
- Develop interventions and remedial strategies for pupils in kindergarten programs and grades one (1) through three (3) who are identified as having reading deficiencies pursuant to section 15-704.

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 513 IKF — Graduation Requirements (Danny Brown)**

House Bill 2265 adds an option for school districts to add a rigorous computer science course that would fulfill a mathematics course required for graduation from high school.

Computer Science course requirements could include, but not limited to, significant mathematics content. The high school would also need to have sufficient capacity, infrastructure, and qualified staff.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## GRADUATION REQUIREMENTS

### Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma. Each student shall demonstrate accomplishment of the standards in reading, writing, science, social studies, and mathematics adopted by the State Board of Education and pass each of the sections of the required competency test. A student not successfully passing the competency test shall graduate with a recognized diploma if the student meets the alternative graduation requirements established by A.R.S. 15-701.02. The Superintendent shall prepare regulations to implement the alternative graduation requirements and appoint a hearing officer for appeals.

Graduation requirements may be met as follows:

- By successful completion of subject area course requirements.
- By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. R7-2-302.02 and rules established by the Superintendent.
- By earning credits through correspondence courses (limited to one [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. 15-701.01.
- An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

Beginning with the graduation class of 2013, graduation requirements as determined by the Arizona State Board of Education (R7-2-302.02) and the District Governing Board are as follows:

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English .....	4.0 units
Math .....	4.0 units*
Science .....	3.0 units**
Social Studies .....	3.0 units
American Government and Arizona Government	0.5 unit
American History - including Arizona History	1.0 unit
World History and Geography	1.0 unit
Economics	0.5 unit
Fine Arts or Career, Technical and	
Vocational Education .....	1.0 unit
Electives .....	<u>7.0</u> units
<b>Total</b> .....	<u>22.0</u> units

\* In lieu of one (1) credit of Algebra II or its equivalent course content a student may request a personal curriculum in mathematics following R7-2-302.03.

\* Math courses shall consist of Algebra I, Geometry, Algebra II, (or its equivalent) and an additional course with significant math content as determined by the Governing Board (Governing Body).

Pursuant to the prescribed graduation requirements adopted by the State Board of Education, the Governing Board may approve a rigorous computer science course that would fulfill a mathematics course required for graduation from high school. The Governing Board may only approve a rigorous computer science course if the rigorous computer science course includes significant mathematics content and the Governing Board determines the high school where the rigorous computer science course is offered has sufficient capacity, infrastructure and qualified staff, including competent teachers of computer science.

\*\* Three (3) credits of science in preparation for proficiency at the high school level on the Arizona Instrument to Measure Standards (AIMS) test or successor test.

## Special Education

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. 15-701.01 and A.A.C. R7-2-302.

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

**Competency requirements.** Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements, but reference to special education placement may be placed on the student's transcript or permanent file.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-203

15-341

15-701.01

15-701.02

A.A.C. R7-2-302.02

R7-2-302.03

R7-2-302.09

CROSS REF.: IGD - Curriculum Adoption

IGE - Curriculum Guides and Course Outlines

IE - Student Schedules and Course Loads

IKA - Grading/Assessment Systems

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 514 JFAB —Tuition/Admission of Nonresident Students. (Danny Brown)**

This policy advisory adds language which provides clarification regarding the obtaining of state funding for any student who is not a resident of the state.

This revision provides clarity that “unless authorized by statute” the district is prohibited from obtaining state funding for any student who is not a resident of the state.

It is the recommendation of administration that the policy be accepted as presented by ASBA.

## TUITION / ADMISSION OF NONRESIDENT STUDENTS

For purposes of open enrollment a "nonresident pupil" means a student who resides in this state and who is enrolled in or is seeking enrollment in a school district other than the school district in which the student resides. A student who is not a resident of the District but is a resident of Arizona who meets the age and other requirements for open enrollment established by state law and District policy shall be admitted to a school without payment of tuition.

A student shall also be admitted to a school *without tuition* payment, if:

- The student is the child of a United States resident who is not a resident of Arizona, if this is in the best interest of the student and the student is placed with a relative per A.R.S. 15-823 and the placement is not to avoid tuition payment.
- The student is a resident of the United States and evidence indicates that because the parents are homeless or the child is abandoned, as defined in A.R.S. 8-201, the child's physical, mental, moral or emotional health is best served by placement with a person who does not have legal custody of the child and who is a resident within the school district, unless it is determined that the placement is solely for the purpose of obtaining an education in this state without payment of tuition.
- The student presents a certificate of educational convenience issued by the County School Superintendent pursuant to A.R.S. 15-825.
- The student is a child of a nonresident teaching or research faculty member of a community college district or state university or a nonresident graduate or undergraduate student of a community college district or state university whose parent's presence at the district or university is of international, national, state, or local benefit.

The District shall admit the following students, *charging tuition* as prescribed in statute:

- The child of an Arizona resident who is not a resident of the District, if the District provides a high school and the student is a resident of an Arizona common school district that is not in a high school district and that does not offer instruction in the student's grade. Special circumstances may apply in accordance with A.R.S. 15-2041 after three hundred fifty (350) students have been admitted.



- For an Arizona resident who is not a resident of the District, if the district of residence provides only financing for students who are instructed by another school district and for students from a unified district that does not offer instruction in the student's grade.
- A pupil who is issued a certificate of educational convenience to attend school in the School District or adjoining the school district to that in which the pupil is placed by an agency of this state or a state or federal court of competent jurisdiction, as provided in A.R.S. 15-825.

The District shall admit a pupil who is the resident of a school district that has entered into a voluntary agreement with the District, *charging tuition* as agreed to in accordance with A.R.S. 15-824(E)(3).

The District may admit nonresident foreign exchange students without payment of tuition, or as it may otherwise prescribe.

The District shall not include in its student membership count students who are not Arizona residents. Unless authorized by statute,  $\mp$  the District is prohibited from obtaining state funding for any student who is not a resident of the state.

### **"Residence" Defined**

The residence of a student is the residence of the person having legal custody of the student, except as provided in A.R.S. 15-823 through A.R.S. 15-825.

Residency of the parent/guardian or surrogate may be determined by showing the individual's presence and intent to remain in the District. Documentation of residency may be determined by using the following verifiable documentation.

### **Verifiable Documentation**

A.R.S. 15-802(B) requires school districts and charter schools to obtain and maintain verifiable documentation of Arizona residency upon enrollment in an Arizona public school.

*The documentation required by A.R.S. 15-802 must be provided each time a student enrolls in a school district or charter school in this state, and reaffirmed during the district or charter's annual registration process via the district or charter's annual registration form. The documentation supporting Arizona residency should be maintained according to the school's records retention schedule.*

In general, students will fall into one (1) of two (2) groups: 1) those whose parent or legal guardian is able to provide documentation bearing his or her name and address; and 2) those whose parent/legal guardian cannot document his or her own residence because of extenuating circumstances including, but not limited to, that the family's household is multi-generational. Different documentation is required for each circumstance.

***Parent(s) or legal guardian(s) that maintains his or her own residence:*** The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and provide *one (1)* of the following documents, which bear the parent or legal guardian's full name and residential address or physical description of the property where the student resides (no P.O. Boxes):

- Valid Arizona driver's license, Arizona identification card
- Valid Arizona motor vehicle registration
- Valid United States passport
- Property deed
- Mortgage documents
- Property tax bill
- Rental agreement or lease (including Section 8 agreement)
- Utility bill (water, electric, gas, cable, phone)
- Bank or credit card statement
- W-2 wage statement
- Payroll stub
- Certificate of tribal enrollment or other identification issued by a recognized Indian tribe
- Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)

***Parent(s) or legal guardian(s) that does not maintain his or her own residence:*** The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and submit a signed, notarized affidavit bearing the name and address of the person who maintains the residence where the student lives attesting to the fact that the student resides at that address, along with a document from the bulleted list above bearing the name and address of the person who maintains the residence.

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

## **Use of and Retention of Documents by Schools**

School officials must *retain a copy* of the attestations or affidavits and copies of any supporting documentation presented for each student (photocopies acceptable) that school officials believe establish validity. Documents presented may be different in each circumstance, and unique to the living situation of the student. Documents retained by the school district or charter school may be used as an indicia of residency; however, documentation is subject to audit by the Arizona Department of Education. Personally identifiable information other than name and address (SSN, account numbers, etc.) should be redacted from the documentation either by the parent/guardian or the school official prior to filing.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 8-201  
                  15-802  
                  15-816 through 15-816.07  
                  15-821  
                  15-823 through 15-825  
                  42 U.S.C. 11301, McKinney-Vento Homeless Assistance  
                  Act of 2001

CROSS REF.: IKEB - Acceleration  
                  JFABD - Admission of Homeless Students  
                  JFB - Open Enrollment  
                  JG - Assignment of Students to Classes and Grade Levels  
                  JLCB - Immunizations of Students  
                  JLH - Missing Students  
                  JR - Student Records  
                  JRCA - Request for Transfer of Records

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 515 JLCB-E— Immunization of Students (Danny Brown)**

This exhibit includes updated information on student immunizations for the upcoming school year. Although not requiring adoption by the Governing Board, the exhibit needs to be placed in the Manual and shared with the Board.

The source of this update is from the Arizona Immunization Program Office. The proposed changes have also been reviewed by our district Lead Nurse, Nancy Vallely.

It is the recommendation of administration that the exhibit be accepted as presented by ASBA.

## IMMUNIZATION OF STUDENTS

### 2013-2014 ARIZONA SCHOOL IMMUNIZATION REQUIREMENTS

( Please check requirements for each child's age and grade  
level in the chart below.)

Age	Under Age Seven (7)	Seven (7) through ten (10) years	Eleven (11) years and older	Eleven (11) years and older
Grade	Kindergarten (K) and above	Kindergarten (K) through fifth (5th) grades	Sixth (6th) through eleventh (11th) grades only	Twelfth (12th) grade
Vaccines				
<b>DTaP / DTP / DT</b>  (Diphtheria, tetanus, acellular pertussis)	Four (4) to five (5)* doses.  At least one (1) dose at four (4) years of age or older is required.  *A sixth (6th) dose is required if five (5) doses have been given before four (4) years of age.	<u>History of four Three (43) DTaP, DTP, DT, and/or Td doses are required if all or a total of three (3) tetanus and diphtheria doses were given after twelve (12) months of age.</u>  <u>Or</u> <u>Four (4) DTaP, DTP, DT, and/or Td doses are required if dose number one (1) was given before twelve (12) months of age.</u>  <u>Tdap may be counted to meet the requirements above. Tdap is not required for eleven (11) year olds until they enter sixth (6<sup>th</sup>) grade.</u>	One (1) Tdap dose is <u>required for students eleven (11) and older.</u>  <u>Exception: students who have completed the primary series of at least three to four (3-4) doses of DTaP/DTP/DT/Td are not required to receive Tdap when until five (5) years have passed since their last does of DTaP, DTP, DT, or Td.</u>  <u>Tdap doses given prior to age eleven (11) meet this requirement.</u>	Students who have <u>not already received Tdap are required to receive one (1) Tdap dose when ten (10) years have passed since the last DTaP, DTP, DT, or Td.</u>  Students starting or finishing the first three (3) tetanus and diphtheria doses of their lifetime must receive only one (1) Tdap as part of the three (3) dose series.
<b>Td</b>				
<b>Tdap</b>				

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			<p><u>A Td booster is required ten (10) years after the Tdap dose.</u></p> <p><del>Students starting or finishing the first three (3) tetanus and diphtheria doses of their lifetime must receive only one (1) Tdap as part of the three (3) dose series.</del></p>	
<b>Meningococcal</b>		<p><i>Not required</i></p> <p><u>Doses given at age ten (10) meet the requirement for eleven plus (11+) year olds in these grades.</u></p>	<p><u>One (1) dose is required for students eleven (11) years and older.</u></p>	<p><del>One (1) dose recommended, but not required for twelfth (12th) graders in the 2013-2014 school year.</del></p>
<b>Polio</b>	<p>Three (3) to four (4) doses</p> <p>Three (3) doses meet the requirement if the third (3rd) dose was given at age four <u>plus (4+)</u> years <del>or older</del> <u>of age.</u></p> <p>Four (4) doses meet the requirement even if all four (4) doses were given in the first (1st) year of life.</p> <p><u>(Not required for age eighteen [18] and older.)</u></p>			
<b>MMR</b> (Measles, mumps, rubella)	<p>Two (2) doses</p> <p>A third (3rd) dose will be required if dose number one (1) was given before more than four (4) days before the child's 1st birthday.</p>			
<b>Hepatitis B</b>	<p>Three (3) doses</p> <p>A fourth (4th) dose will be required if the third (3rd) dose was given before twenty-four (24) weeks of age.</p>			
<b>Varicella</b> (Chickenpox)	<p>One (1) dose is required if the first (1st) dose was given before thirteen (13) years of age.</p> <p>Two (2) doses are required if the first (1st) dose was given at thirteen (13) years of age or later.</p> <p>Students attending school or preschool in Arizona prior to 9/1/2011 with parental recall of chicken pox disease are allowed to continue attendance with parental recall of disease. Students enrolling in an Arizona preschool or school for the first time after 9/1/11 are required to present proof of varicella immunization or a valid exemption for medical reasons, laboratory evidence of immunity or personal beliefs.</p>			

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

## Exceptions and Additions to the Rules

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

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

**Note:** Arizona Department of Health Services (ADHS) observes a four (4)-day grace period for vaccine ages and intervals, except for the space between two (2) live vaccines such as Varicella and MMR, which must be given at least twenty-eight (28) days apart if they are not administered on the same day.

Source: Arizona Immunization Program Office

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 516 JQ — Student Fees, Fines, and Charges (Danny Brown)**

Senate Bill 1350 establishes A.R.S. 15-116, Public schools; fees; wavers; prohibition. First, statute language provides for the waiver of fees should the fees be deemed an economic hardship to the pupil. Second, statute language also presents language that prevents the exclusions of a pupil from enrollment in a public school or remaining in a public school for nonpayment of fees. Third, statute language does not prohibit a school district or charter school from charging tuition to a non-state resident pupil, as required by statute. This language has been incorporated into policy JQ.

It is the recommendation of administration that the policy be accepted as presented by ASBA.



## STUDENT FEES, FINES, AND CHARGES

The Board recognizes the need for student fees to fund certain school activities that are not financed by local, state, or federal funds. It also recognizes that some students may not be able to pay these fees. All fees shall contain a provision that allows the fees to be waived in the event of economic hardship to the pupil. Non-payment of fees charged by the District, may not prevent a pupil from enrolling in, applying to or remaining enrolled in a public school. No student will be denied an education as a result of inability to pay these supplementary charges. This policy does not prohibit the District from charging tuition to a non-state resident pupil, as required by statute.

Students will not be required to supply specific types of school supplies or equipment as a prerequisite to successful completion of a required course or project.

Students will, however, be responsible and accountable for loss of or damage to school property, including textbooks and library books.

The Superintendent will establish procedures through which students may be held responsible and accountable for loss of or damage to school property, including textbooks and library books.

Authorization is granted for the acceptance of fees or cash contributions paid by a taxpayer for support of extracurricular activities and character education programs in schools of the District. The Superintendent shall establish procedures to assure compliance with all requirements for reporting the receipt and expenditure of taxpayer contributions.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-116

15-342  
15-719  
15-724  
15-727  
15-728  
43-1088  
43-1089  
43-1089.01  
43-1089.03

CROSS REF.: DKB - Salary Deductions  
EDBA - Maintenance and Control of Instructional  
Materials

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

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 517 KDB-R — Public's Right to Know/Freedom of Information (Dan Streeter)**

The language deleted from this regulation is necessary as districts must avoid assessing any unnecessary or disallowed fees and creating delays in providing public information. The Governing Board should be informed of this change in the usual manner following policy BGD, Board Review of Regulations, which states the following: "The Board reserves the right to review all administrative regulations." The Superintendent shall provide a copy of each District regulation to each Board member prior to distribution.

This regulation removes language related to charging the public for clerical time when a public record request has been made. This change presents no impact to past public records requests.

It is the recommendation of administration that the regulation be accepted as presented by ASBA.

## **PUBLIC'S RIGHT TO KNOW / FREEDOM OF INFORMATION**

Public records of the District will be open for inspection by any person as provided by law.

*Public record* means any recorded information that is made, maintained, or kept by, or is in the possession of, the District. Such records include minutes of the Governing Board, agendas, financial records, contracts, and statistical summaries.

The office of the Superintendent will be open to receive requests for records inspection or copying during normal business hours on Monday through Friday.

Requests for access to records shall be directed to the office of the Superintendent.

All persons requesting inspection and/or copying of public records must attest that they have not requested the public records of the District for a commercial purpose. If the records are requested for a commercial purpose, the requester must provide a statement, verified by the requester, setting forth the commercial purpose for which the materials will be used.

The above declaration will be made and signed on the official form provided by the District for requesting inspection and/or copying of public records.

The Superintendent may permit access to, or provide for the copying of, the records requested within a reasonable period of time following the request or will provide an explanation of a cause for further delay and will give notification of the time the records will be available, or, if access is denied, the Superintendent will provide a written statement of the grounds for denial.

Requirements of access and inspection apply only to existing records and do not require creation of new records. Public inspection of a document that otherwise would be a public record may be denied by the Superintendent if 1) the record is made confidential by statute, 2) the record involves the privacy interests of persons, or 3) disclosure would be detrimental to the best interests of the District. If a public record contains material that is not subject to disclosure, the District will delete such material and make available to the requester such material in the record as is subject to disclosure.

Records contained on a computer will be provided only in the form in which the information can be made available using existing computer programs.

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

Copies of radio or recording tapes of discs, video or films, pictures, slides, graphics, illustrations, or similar audio or visual items or devices will not be furnished unless such items or devices have been shown or played at a public meeting of the Governing Board.

A fee shall be levied on each request to cover the cost of making copies, staff time, computer time, et cetera. Fees will be collected prior to releasing material.

The fees will be based upon the following:

- 10¢ per copy for materials indicated as Board minutes, agendas, financial records, contracts, courses of study, or statistical summaries.
- 35¢ per copy for materials not listed above ~~that require additional clerical and/or professional staff time to make available.~~
- Actual cost, if available, will be assessed.
- Free copies shall be furnished if they are to be used in claims against the United States.

## **POLICY ADVISORY DISCUSSION**

### **Policy Advisory No. 518 KF, KF-EA — Community Use of School Facilities (Dan Streeter)**

Senate Bill 1336 has added a section pertaining to immunity from civil liability for the School District and its employees, including the Governing Board, Superintendent or chief administrative officer, with respect to all decisions made and actions taken to allow the lease or use of school property.

It is the recommendation of administration that the policy and exhibit be accepted as presented by ASBA.

## COMMUNITY USE OF SCHOOL FACILITIES

### Leasing (renting)

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to the following:

- recreational,
- educational,
- political,
- economic,
- artistic,
- moral,
- scientific,
- social,
- religious,
- other civic,
- or governmental.

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

### Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

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

## Generally

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-511  
15-1105  
15-1141 to 15-1143  
16-411  
36-2801 *et seq.*, Arizona Medical Marijuana Act

CROSS REF.: A - District Mission and Belief Statement  
AC - Nondiscrimination/Equal Opportunity  
EDC - Authorized Use of School-Owned Materials and Equipment  
KFA - Public Conduct on School Property

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

## COMMUNITY USE OF SCHOOL FACILITIES

An applicant requesting the use of school facilities agrees to comply with the following rules and the District policy concerning conduct on school property if granted permission to use the requested school facilities.

- All community group activities, including preparations, must be conducted in such a manner that students can continue their educational programs without undue interruption.
- An employee of the District must be on duty whenever a school building is used by an organization or group unless prior approval for other arrangements has been granted.
- The applicant is held responsible for the preservation of order. All children attending or participating in the event or activity must be supervised by responsible adults.
- No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.
- Tobacco and smoking is prohibited on school property.
- Putting up decorations or scenery or moving pianos or other major furniture is not allowed without prior permission.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless the proceeds will be used for charitable or nonprofit educational purposes.
- Unless waived by the District when use is in conjunction with a District activity, groups must provide the District with documentary evidence of liability insurance of at least one million dollars (\$1,000,000). Each group will be responsible for the repair or replacement of damaged equipment, furniture, or facility.
- The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

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



- The District reserves the right to require, if it should deem it necessary, a cash bond of five hundred dollars (\$500), or more to cover any damages that might be done to any equipment, furniture, or facility.
- All wages earned by District employees on duty for approved facilities use shall be paid by the District. No District employees shall be paid directly by any group using the facilities.
- The availability of cafeteria kitchens and other special subject or usage areas may be restricted to specific times or activities. Special fees may be charged for the use of those facilities.
- When more than one (1) applicant requests the use of a facility for the same time, the applicant filing first shall be given first consideration. If a school program or calendar changes, the school program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the activity as conveniently as possible when such cancellation has occurred.
- The issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the principal's responsibility to issue and retrieve facility keys according to the District key-control procedures.
- Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. It shall be the responsibility of the applicant to make appropriate members familiar with the use of fire and other safety devices and procedures.
- Confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB.
- Comply with all applicable requirements of The Arizona Medical Marijuana Act.
- All activities must be conducted within the laws, rules and regulations of the State of Arizona and applicable municipal subdivisions.
- Requests for future use may be denied to an organization that fails to comply with established rules.



# **ACTION**

## **Item 10A.**

**Revised Budget**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10A  
FROM: Cynthia Windham, Finance Director Reading  
DATE: September 9, 2014 Discuss  
SUBJECT: FY 14/15 Revised Budget #1 Action X  
Due to Transwestern Pipeline Lawsuit

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### OBJECTIVE:

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### BACKGROUND:

Transwestern Pipeline Company has natural gas lines running through seven Arizona counties, including Yavapai, as it connects Texas with California.

Transwestern went to tax court to appeal its property valuation from tax years 2010 to 2014 to recoup what it had been paying in taxes. A tax appeal settlement has been reached.

A.R.S. 15-915 (B) provides for adjusting basic state aid (equalization assistance) based on the difference between the original primary assessed valuation (AV) and the AV which resulted from this lawsuit.

The process includes Arizona Department of Education (ADE) School Finance recalculating basic state aid for the prior year's which are impacted by the lawsuit. HUSD has received a preliminary state aid correction calculation of \$94,808.

School districts that were notified of a judgment against them are eligible to request a correction to state aid for the referenced years. District Governing Boards are required to make this request. The preliminary state aid correction/adjustment was taken into consideration when setting the District's tax rate in August.

Attached is the Claim Form for State Aid Corrections due to Transwestern Pipeline Company Tax Appeal Settlement Pursuant to A.R.S. 15-915(B).

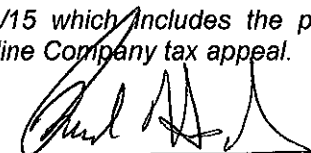
### SUMMARY & RECOMMENDATION:

It is the recommendation of administration that the revised budget for FY 14/15 be approved as presented.

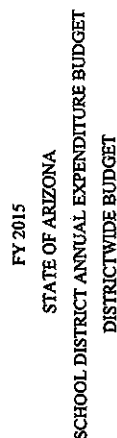
### Sample Motion:

*I move to approve the revised budget for FY 14/15 which includes the preliminary budget adjustment of \$94,808 due to the Transwestern Pipeline Company tax appeal.*

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

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



Version	Revised #1
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BY THE GOVERNING BOARD

**We hereby certify that the Budget for the Fiscal Year 2015 was**

Proposed	June 24, 2014
Adopted	July 8, 2014
Revised	Sept. 9, 2014
	Date

The budget file(s) for FY 2015 sent to the Arizona Department of Education, via the internet, on	Sent 10/20/14	contain(s) the data for the budget described above.

Date \_\_\_\_\_

**Superintendent Signature**

District Contact Employee:

928-759-4027

Cynthia Windham

E-mail: [vnthia.windham@humboldtunified.co](mailto:vnthia.windham@humboldtunified.co)

**REVENUES AND PROPERTY TAXATION** (This section is not applicable to budget revisions)

- |    |  |    |            |
|----|--|----|------------|
| 1. | Total Budgeted Revenues for Fiscal Year 2014                                 | \$ | 35,762,217 |
| 2. | Estimated Revenues by Source for Fiscal Year 2015 (excluding property taxes) |    |            |

Local	1000	\$	30,000
Intermediate	2000	\$	
State	3000	\$	18,371,410
Federal	4000	\$	
TOTAL		\$	18,401,410

### 3. District Tax Rates for Prior and Budget Fiscal Years (A.R.S. §15-903.D.4)

Est Budget FY 2015

#### 4.411

**Primary Tax Rate:**

**Secondary Tax Rates:**

M&amp;O Override

Special K-3 Program Override

Special Program Override

## Capital Override

### Class A Bonds

### Class B Bonds

MED

**Total Secondary Tax Rate**

A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)

1. General Budget Limit (from Budget, page 7, line 10)

2. Unrestricted Capital Budget Limit (from Budget, page 8, line A.12)

3. Subtotal (line A.1 + A.2)

4. Federal Projects (from Budget, page 6, line 18)

5. Title VIII-Impact Aid (from Budget, page 6, Federal Projects, line 16)

6. Total Aggregate School District Budget Limit (line A.3 + A.4 - A.5)

## B. BUDGETED EXPENDITURES

1. Maintenance and Operation (from Budget, page 1, line 30)
2. Unrestricted Capital Outlay (from Budget, page 4, line 10)
3. Total Budget Subject to Budget Limits (line B.1 + B.2)  
(This line cannot exceed line A.3.)

District Contact Employee: Cynthia Windham  
 Telephone: 928-759-4027  
 E-mail: [ynthia.windham@humboldtunified.org](mailto:ynthia.windham@humboldtunified.org)

Rev. 5/14-FY 2015

8/26/2014 2:34 PM

## FUND 001 (M&amp;O)

## MAINTENANCE AND OPERATION (M&amp;O) FUND

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY						Prior FY 2014	Budget FY 2015	
100 Regular Education	232.26	232.06	8,661,631	3,109,553	198,338	1,208,831		12,214,801	13,178,353	7.9%
1000 Instruction										
2000 Support Services										
2100 Students	25.00	25.00	772,505	286,912	2,875			1,063,461	1,062,292	-0.1%
2200 Instructional Staff	19.38	17.50	557,044	229,236	7,000	4,500	2,000	1,052,814	799,780	-24.0%
2300 General Administration	2.00	2.00	186,133	45,151	66,125	5,550	114,627	310,390	417,586	34.5%
2400 School Administration	25.00	25.00	1,088,526	350,483	30,521			1,464,321	1,469,530	0.4%
2500 Central Services	16.25	17.25	506,071	205,770	287,720	51,871	6,625	1,162,741	1,059,057	-8.9%
2600 Operation & Maintenance of Plant	44.88	45.38	1,126,268	505,366	596,849	1,146,238		3,818,807	3,774,721	-1.2%
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	0.85	0.85	43,350	14,474	0	0	0	56,858	57,824	1.7%
610 School-Sponsored Co-curricular Activities	0.00	0.00	42,924	8,490	0	0	0	51,442	51,414	0.3%
620 School-Sponsored Athletics	1.00	1.00	131,698	31,457	0	0	10,500	177,046	173,655	-1.9%
630, 700, 800, 900 Other Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
Regular Education Subtotal (lines 1-12)	366.62	366.04	13,116,150	4,787,892	1,589,428	2,416,990	133,752	21,372,381	22,044,212	3.1%
200 Special Education										
1000 Instruction	84.80	86.75	2,308,780	961,823	101,139	8,900	720	3,501,140	3,381,362	-3.4%
2000 Support Services										
2100 Students	16.56	18.06	949,145	279,074	337,156	799	350	1,511,807	1,566,524	3.6%
2200 Instructional Staff	1.50	1.50	97,185	27,398	4,000	13,000	0	140,969	141,583	0.4%
2300 General Administration	0.00	0.00	0	0	0	0	0	0	0	0.0%
2400 School Administration	0.00	0.00	0	0	0	0	0	0	0	0.0%
2500 Central Services	0.00	0.00	0	0	0	0	0	0	0	0.0%
2600 Operation & Maintenance of Plant	0.00	0.00	0	0	2,867	0	150	3,017	3,017	0.0%
2900 Other	0.00	0.00	0	0	75	0	0	75	75	0.0%
3000 Operation of Noninstructional Services	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 14-22)	102.86	106.31	3,355,110	1,268,295	445,237	22,699	1,220	5,157,008	5,092,561	-1.2%
400 Pupil Transportation	50.44	61.07	1,238,354	592,912	121,694	695,275	80	2,594,438	2,648,315	2.1%
500 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)										
520 Special K-3 Program Override	0.00	0.00	0	0	0	0	0	0	0	0.0%
(from Supplement, page 1, line 10)										
530 Dropout Prevention Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center (from Supplement, page 1, line 20)										
550 K-3 Reading Program	0.00	0.00	0	0	0	0	0	0	0	0.0%
Total Expenditures (lines 13, and 23-29)	522.92	535.92	17,831,081	6,686,622	2,156,359	3,200,034	135,052	29,389,417	30,009,148	2.1%
(Cannot exceed page 7, line 10)										

SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Program 200)

	Prior FY	Budget FY
R.S. §§15-761 and 15-903)		
1. Autism	451,594	438,592
2. Emotional Disability	81,538	79,190
3. Hearing Impairment	25,089	24,366
4. Other Health Impairments	646,030	627,430
5. Specific Learning Disability	1,956,922	1,900,566
6. Mild, Moderate or Severe Intellectual Disability	319,879	310,669
7. Multiple Disabilities	112,899	109,648
8. Multiple Disabilities with Severe Sensory Impairment	56,449	54,824
9. Orthopedic Impairment	12,544	12,183
10. Developmental Delay	156,804	152,289
11. Preschool Severe Delay	344,968	335,036
12. Speech/Language Impairment	678,143	759,466
13. Traumatic Brain Injury	25,089	24,366
14. Visual Impairment	12,544	12,183
15. Subtotal (lines 1 through 14)	4,880,492	4,840,810
16. Gifted Education	0	0
17. Remedial Education	0	0
18. ELL Incremental Costs	0	0
19. TV - Compensatory Instruction	0	0
20. Educational and Technological Education	276,516	251,751
21. Career Education	0	0
22. Total (lines 15 through 21. Must equal total of line 23, page 1)	5,157,008	5,092,561

Proposed Ratios for Special Education

R.S. §§15-903.E.1 and 15-764.A.5)

Estimated FTE Certified Employees

R.S. §15-903.E.2)

Prior FY	Budget FY
336.00	324.00

Expenditures Budgeted for Audit Services  
M&O Fund - Nonfederal 6350 \$ 50,750  
All Funds - Federal 6330 0

FY 2015 Performance Pay (A.R.S. §15-920)

Amount Budgeted in M&O Fund for a Performance Pay Component \$ -  
Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

Average Daily Membership

A. FY 2014 Average Daily Membership:	Resident 5,533,979	Attending 5,545,759
B. FY 2013 Average Daily Membership:	Resident 5,535,730	Attending 5,536,780

Expenditures Budgeted in the M&O Fund for Food Service

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 57,824  
(This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a))

Estimated Transportation Revenues for FY 2015

Estimated transportation revenues (object code 1400) to be received \$ -

Expenditures	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500 (1)	Supplies 6600	Interest on Short-Term Debt 6850	Totals	% Increase/ Decrease
Classroom Site Fund 011 - Base Salary							
1000 Regular Education	560,995	115,764				676,759	-17.3%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 100 Subtotal (lines 1-3)	560,995	115,764				676,759	-17.3%
200 Special Education	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 200 Subtotal (lines 5-7)	0	0				0	-100.0%
Other Programs (Specify)	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Other Programs Subtotal (lines 9-11)	0	0				0	-100.0%
11. 3,557	0	0				3,557	-100.0%
12. 3,557	0	0				3,557	-100.0%
13. 876,575	0	0				876,575	-22.8%
Total Expenditures (lines 4, 8, and 12)	560,995	115,764				676,759	-22.8%
Classroom Site Fund 012 - Performance Pay							
100 Regular Education	866,137	178,213				1,044,350	32.8%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 100 Subtotal (lines 14-16)	866,137	178,213				1,044,350	32.8%
200 Special Education	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 200 Subtotal (lines 18-20)	0	0				0	-100.0%
Other Programs (Specify)	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Other Programs Subtotal (lines 22-24)	0	0				0	-100.0%
25. 0	0	0				0	-100.0%
26. 940,304	0	0				940,304	11.1%
Total Expenditures (lines 17, 21, and 25)	866,137	178,213				1,044,350	11.1%
Classroom Site Fund 013 - Other							
100 Regular Education	845,347	173,931				1,019,278	34.9%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 100 Subtotal (lines 27-29)	845,347	173,931				1,019,278	34.9%
200 Special Education	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 200 Subtotal (lines 31-33)	0	0				0	-100.0%
510 Dropout Prevention Programs	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
Other Programs (Specify)	0	0				0	-100.0%
1000 Instruction	0	0				0	-100.0%
2100 Support Services - Students	0	0				0	-100.0%
2200 Support Services - Instructional Staff	0	0				0	-100.0%
Program 200 Subtotal (lines 36-37)	0	0				0	-100.0%
Other Programs Subtotal (lines 36-37)	0	0				0	-100.0%
38. 916,621	0	0				916,621	11.2%
Total Expenditures (lines 30, 34, 35, and 38)	845,347	173,931				1,019,278	11.2%
39. 2,272,095	0	0				2,272,095	0.3%
Total Classroom Site Funds (lines 13, 26, and 39)	2,272,095	467,908				2,740,003	0.3%

(1) For FY 2015, the district has budgeted \$ \_\_\_\_\_ in Fund 010, object code 6590 for Classroom Site Fund pass-through payments to district-sponsored charter schools. This amount is not included in the amounts reported for Fund 013.



UNRESTRICTED CAPITAL OUTLAY (UCO) FUND

Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6831, 6832	Interest (4) 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Prior FY 2014	Budget FY 2015	
1. Unrestricted Capital Outlay Override (1)	0	0	0	0	0	0	0	0	0.0%
2. Unrestricted Capital Outlay Fund 610 (6)	0	672,947	0			0	234,315	672,947	187.2%
3. 2100 Support Services	0	0	0			0	19,366	0	-100.0%
4. 2300, 2400, 2500, 2900 Administration	0	0	215,000		0	0	607,455	215,000	-64.6%
5. 2600 Operation & Maintenance of Plant	0	0	0			40,000	46,123	40,000	-13.3%
6. 2700 Student Transportation	0	0	20,000			0	461,615	20,000	-95.7%
7. 3000 Operation of Noninstructional Services (3)	0	0	0			0	0	0	0.0%
8. 4000 Facilities Acquisition and Construction	0	0	0			9,487,089	6,384,449	9,487,089	48.6%
9. 5000 Debt Service	0	0	0		0	0	0	0	0.0%
10. Total Unrestricted Capital Outlay Fund (lines 2-9)	0	672,947	235,000	0	0	9,527,089	7,753,323	10,435,036	34.6%

Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the Budget Year total Column.

(5) Expenditures Budgeted in Unrestricted Capital Outlay (UCO) Fund for Food Service

Enter the amount budgeted in UCO for Food Service [Amount will be used to determine district compliance with state matching requirements pursuant to CFR Title 7, §210.17(a)]

(6) Expenditures, if any, budgeted in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211.

41 Library Books	Unrestricted Capital Outlay
42 Textbooks	\$ -
43 Instructional Aids	672,947
31 Furniture and Equipment	20,000
34 Vehicles	0
37 Tech Hardware & Software	165,000

Includes principal on Capital Equity Fund loans of \$ - , principal on capital leases of \$ - , and principal on bonds of \$ -

Includes interest on Capital Equity Fund loans of \$ - , interest on capital leases of \$ - , and interest on bonds of \$ -

OTHER FUNDS—REQUIRED CAPITAL EXPENDITURE DETAIL ((A.R.S. §15-904(B))

Expenditures	UNRESTRICTED CAPITAL OUTLAY			BOND BUILDING			NEW SCHOOL FACILITIES		
	Fund 610			Fund 630			Fund 695		
	Prior FY	Budget FY		Prior FY	Budget FY		Prior FY	Budget FY	
<b>Total Fund Expenditures</b>	7,753,323	10,435,036		1,546,794	1,184,889		75,456	50,000	
<b>Select Object Codes Detail (1)</b>									
6150 Classified Salaries	0	0	0	0	0	0	0	0	2.
6200 Employee Benefits	0	0	0	0	0	0	0	0	3.
6450 Construction Services	149,697	9,527,089	481,429	1,184,889	75,456	50,000	0	0	4.
6710 Land and Improvements	0	0	0	0	0	0	0	0	5.
6720 Buildings and Improvements	0	0	0	0	0	0	0	0	6.
6731 Furniture and Equipment	27,356	20,000	0	0	0	0	0	0	7.
6734 Vehicles	450,000	0	0	0	0	0	0	0	8.
6737 Technology Hardware & Software	508,847	165,000	0	0	0	0	0	0	9.
6831, 6832 Redemption of Principal	0	0	0	0	0	0	0	0	10.
6841, 6842, 6850 Interest	0	0	0	0	0	0	0	0	11.
<b>Total amounts reported on lines 2-11 above for:</b>	1,135,900	9,712,089	481,429	1,184,889	75,456	50,000			
Renovation	0	0	0	0	0	0	0	0	12.
New Construction	0	0	0	0	0	0	0	0	13.
Other	0	0	0	0	0	0	0	0	14.
<b>Total (lines 12-14)</b>	0	0	0	0	0	0	0	0	15.

(1) Lines 2-11 may not include all budgeted expenditures of the fund. Total budgeted expenditures for each fund should be included on Line 1.

## SPECIAL PROJECTS

	FTE		TOTAL ALL FUNCTIONS	
	Prior FY	Budget FY	Prior FY	Budget FY
<b>FEDERAL PROJECTS</b>				
1. 100-130 ESEA Title I - Helping Disadvantaged Children	30.40	29.03	1,907,042	1,609,041
2. 140-150 ESEA Title II - Prof. Dev. and Technology	1.60	0.60	207,923	179,721
3. 160 ESEA Title IV - 21st Century Schools	0.00	0.00	0	0
4. 170-180 ESEA Title V - Promote Informed Parent Choice	0.00	0.00	547	0
5. 190 ESEA Title III - Limited Eng. & Immigrant Students	0.00	0.00	75,297	38,762
6. 200 ESEA Title VII - Indian Education	0.00	0.00	16,911	17,000
7. 210 ESEA Title VI - Flexibility and Accountability	0.00	0.00	0	0
8. 220 IDEA Part B	33.84	31.50	955,544	983,827
9. 230 Johnson-O'Malley	0.00	0.00	0	0
10. 240 Workforce Investment Act	0.00	0.00	0	0
11. 250 AEA - Adult Education	0.00	0.00	0	0
12. 260-270 Vocational Education - Basic Grants	0.00	0.00	0	0
13. 280 ESEA Title X - Homeless Education	0.00	0.00	0	0
14. 290 Medicaid Reimbursement	0.00	0.00	0	0
15. 374 E-Rate	0.00	0.00	0	0
16. 378 Impact Aid	1.00	3.88	1,084,976	764,832
17. 300-399 Other Federal Projects (Besides E-Rate & Impact Aid)	68.46	65.82	5,686,834	3,993,368
18. Total Federal Project Funds (lines 1-17)				
<b>STATE PROJECTS</b>				
19. 400 Vocational Education	0.00	0.00	54,099	41,973
20. N10 Early Childhood Block Grant	0.00	0.00	0	0
21. 420 Ext. School Yr. - Pupils with Disabilities	0.00	0.00	0	0
22. 425 Adult Basic Education	0.00	0.00	0	0
23. 430 Chemical Abuse Prevention Programs	0.00	0.00	0	0
24. 435 Academic Contests	0.00	0.00	0	0
25. 450 Gifted Education	0.00	0.00	0	0
26. 460 Environmental Special Plate	0.00	0.00	0	0
27. 465-499 Other State Projects	6.88	4.00	338,243	287,923
28. Total State Project Funds (lines 19-27)	6.88	4.00	392,342	329,896
29. Total Special Projects (lines 18 and 28)	75.34	69.82	6,079,176	4,323,264

## INSTRUCTIONAL IMPROVEMENT FUND (020)

	Prior FY	Budget FY	
1. Teacher Compensation Increases	60,000	45,000	1.
2. Class Size Reduction	0	0	2.
3. Dropout Prevention Programs (M&O purposes)	0	0	3.
4. Instructional Improvement Programs (M&O purposes)	203,562	275,000	4.
5. Total Instructional Improvement Fund (lines 1-4)	263,562	320,000	5.

## OTHER FUNDS (DO NOT Add to Aggregate)

1. 050 County, City, and Town Grants	6000	4,000	0	1.
2. 071 Structured English Immersion (1)	6000	138,752	138,752	2.
3. 072 Compensatory Instruction (1)	6000	0	0	3.
4. 080 Student Success	6000	0	110,182	4.
5. 500 School Plant (Lease over 1 year) (2)	6000	0	70,000	5.
6. 505 School Plant (Lease 1 year or less)	6000	0	0	6.
7. 506 School Plant (Sale)	6000	0	0	7.
8. 510 Food Service	6000	3,101,749	2,800,000	8.
9. 515 Civic Center	6000	535,436	17,847	9.
10. 520 Community School	6000	418,626	429,418	10.
11. 525 Auxiliary Operations	6000	579,748	645,161	11.
12. 526 Extracurricular Activities Fees Tax Credit	6000	562,751	7,291	12.
13. 530 Gifts and Donations	6000	100,482	2,847	13.
14. 535 Career & Tech. Ed. & Voc. Ed. Projects	6000	0	0	14.
15. 540 Fingerprint	6000	15,347	11,675	15.
16. 545 School Opening	6000	0	0	16.
17. 550 Insurance Proceeds	6000	216,396	18,369	17.
18. 555 Textbooks	6000	15,662	65	18.
19. 565 Litigation Recovery	6000	2,104	152,477	19.
20. 570 Indirect Costs	6000	1,037,240	152,477	20.
21. 575 Unemployment Insurance	6000	170,944	151,365	21.
22. 580 Teacherage	6000	0	0	22.
23. 585 Insurance Refund	6000	0	0	23.
24. 590 Grants and Gifts to Teachers	6000	24,067	25,000	24.
25. 595 Advertisement	6000	10,004	1,000	25.
26. 596 Joint Technical Education	6000	187,003	69,000	26.
27. 620 Adjacent Ways	6000	0	0	27.
28. 639 Impact Aid Revenue Bond Building	6000	0	0	28.
29. 640 School Plant - Special Construction	6000	0	0	29.
30. 650 Gifts and Donations-Capital	6000	81,828	53,000	30.
31. 660 Condemnation	6000	0	0	31.
32. 665 Energy and Water Savings	6000	43,947	35,872	32.
33. 686 Emergency Deficiencies Correction	6000	0	50,000	33.
34. 691 Building Renewal Grant	6000	0	0	34.
35. 700 Debt Service	6000	3,552,420	3,503,806	35.
36. 720 Impact Aid Revenue Bond Debt Service	6000	0	0	36.
37. Other 855 - Insurance	6000	4,348,264	4,797,900	37.
<b>INTERNAL SERVICE FUNDS 950-989</b>				
1. 9 Self-Insurance	6000	0	0	1.
2. 955 Intergovernmental Agreements	6000	0	0	2.
3. 9 OPEB	6000	0	0	3.
4. 9	6000	0	0	4.

(1) From Supplement, page 3, line 10 and line 20, respectively.  
(2) Indicate amount budgeted in Fund 500 for M&O purposes

**CALCULATION OF FY 2015 GENERAL BUDGET LIMIT**  
(A.R.S. §15-947.C)

		<b>A. Maintenance and Operation</b>	<b>B. Unrestricted Capital Outlay</b>
1. (a) FY 2015 Revenue Control Limit (RCL) (from Work Sheet E, line VIII, or Work Sheet F, line III)	\$ 28,667,649		
* (b) Plus Adjustment for Growth (1)			
* (c) Increase or (Decrease) in 03 District High School Tuition Payments (A.R.S. §15-905.J) (1)			
(d) Adjusted RCL	\$ 28,667,649	\$ 28,667,649	\$ 0
2. (a) FY 2015 District Additional Assistance (DAA) (from Work Sheet H, lines VII.E.1 and VII.F.1)	\$ 5,592,938		
* (b) DAA Reduction for State Budget Adjustments (from Work Sheet H, lines VII.E.2 and VII.F.2)	1,143,030		
(c) Adjusted DAA	\$ 4,449,908		4,449,908
3. FY 2015 Override Authorization (A.R.S. §§15-481 and 15-482)			
* (a) Maintenance and Operation			
* (b) Unrestricted Capital Outlay			
* (c) Special Program			
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (If phase-down applies, see Work Sheets K and K2)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824)			
Local			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts	30,000		
(c) Out-of-State Districts and Other Governments			
State			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)			
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)			
*7. Increase Authorized by County School Superintendent for Accommodation Schools (not to exceed Work Sheet S, line II.B.5) (A.R.S. §15-974.B)			
8. Budget Increase for:			
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)			
* (b) Tuition Out Debt Service (from Work Sheet O, line 7) (A.R.S. §15-910.I)	0		
* (c) Budget Balance Carryforward (from Work Sheet M, line 12) (A.R.S. §15-943.01)	1,216,690		
(d) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)			
(e) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2013 (A.R.S. §15-910.M)			
* (f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (g) FY 2014 Career Ladder Unexpended Budget Carryforward (from Work Sheet M, line 6.f) (A.R.S. §15-918.04.C)	0		
* (h) FY 2014 Optional Performance Incentive Program Unexpended Budget Carryforward (from Work Sheet M, line 6.g) (A.R.S. §15-919.04)	0		
* (i) FY 2014 Performance Pay Unexpended Budget Carryforward (from Work Sheet M, line 6.h) (A.R.S. §15-920)	0		
(j) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214)	94,808		
* (k) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15- 915) (Do not use this line as a subtotal) (2)	0		
10. FY 2015 General Budget Limit (column A, lines 1 through 9) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)	\$ 30,009,147		
11. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 8) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ 4,449,908

\* Subject to adjustment prior to May 15 as allowed by A.R.S. Revisions are described in the instructions for these lines, as needed.

(1) For budget adoption, this line should be left blank.

(2) This line can be used to adjust the FY 2015 GBL for any of the following: (1) reductions for (a) exceeding the prior year(s) GBL, (b) exceeding the prior year(s) M&O section of the Budget, or (2) reductions or increases due to (a) ADM Audit Adjustment, (b) Noncompliance Adjustment, (c) transfers to/from the EWS Fund, (d) JTED Reduction, or (e) other adjustments as notified by ADE.

**CALCULATION OF UNRESTRICTED CAPITAL BUDGET LIMIT**

A. 1. FY 2014 Unrestricted Capital Budget Limit (UCBL) (from FY 2014 latest revised Budget, page 8, line A.12)	\$ 7,753,322
2. Total UCBL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero.)	\$
3. Adjusted Amount Available for FY 2014 Capital Expenditures (line A.1 + A.2)	\$ 7,753,322
4. Amount Budgeted in Fund 610 in FY 2014 (from FY 2014 latest revised Budget, page 4, line 10)	\$ 7,753,322
5. Lesser of line A.3 or the sum of line A.4 and any positive adjustment on line A.2	\$ 7,753,322
6. FY 2014 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 1,778,904
7. Unexpended Budget Balance in Fund 610 (line A.5 minus A.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 5,974,418
8. Interest Earned in Fund 610 in FY 2014	\$ 10,710
9. Monies deposited in Fund 610 from School Facilities Board for donated land (A.R.S. §15-2041.F)	\$ 0
10. Adjustment to UCBL for FY 2015 (A.R.S. §15-905.M) (1)	\$ 0
11. Amount to be Used for Capital Expenditures (from page 7, line 11)	\$ 4,449,908
12. FY 2015 Unrestricted Capital Budget Limit (lines A.7 through A.11) (2)	\$ 10,435,036

**CALCULATION OF CLASSROOM SITE FUND BUDGET LIMIT**

B. 1. FY 2014 Classroom Site Fund Budget Limit (from FY 2014 latest revised Budget, page 8, line C.7)	\$ 2,733,500
2. FY 2014 Classroom Site Fund Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 1,982,100
3. Unexpended Budget Balance in Classroom Site Fund (line B.1 minus B.2)	\$ 751,400
4. Interest Earned in the Classroom Site Fund in FY 2014	\$ 2,373
5. FY 2015 Classroom Site Fund Allocation (provided by ADE, based on \$295) (3)	\$ 1,986,629
6. Adjustments to FY 2015 Classroom Site Fund Budget Limit	\$ 0
7. FY 2015 Classroom Site Fund Budget Limit (Sum of lines B.3 through B.6) (4)	\$ 2,740,402

- (1) This line can be used to adjust the FY 2015 UCBL for any of the following: (1) reductions for (a) exceeding the prior year(s) UCBL or (b) exceeding the prior year(s) UCO section of the Budget, or (2) increases due to greater than anticipated growth from FY 2014, or (3) JTED reduction, or (4) reductions or increases due to other adjustments as notified by ADE.
- (2) The amount budgeted on page 4, line 10 cannot exceed this amount.
- (3) In accordance with A.R.S. §15-977(G)(1), the per pupil amount is calculated based on estimated available resources in the Classroom Site Fund for the budget year and adjusted for prior year revenue carryforwards or shortfalls. However, actual payments to districts may differ from the estimated per pupil Classroom Site Fund allocation.
- (4) The sum of the amounts budgeted on page 3, line 40 and footnote (1) on that page, cannot exceed this amount.

1. FY 2014 Classroom Site Fund Budget Limit (from FY 2014 latest revised Budget, page 8, line 7 of the table)

Fund 011	Fund 012	Fund 013	Payments to Charter Schools	Total Fund 010
876,575	940,304	916,621	0	2,733,500
598,176	691,488	692,436		1,982,100
278,399	248,816	224,185	0	751,400
1,034	898	441		2,373
397,326	794,652	794,652		1,986,629
				0

2. FY 2014 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)

3. Unexpended Budget Balance (line 1 minus 2)

4. Interest Earned in FY 2014

5. FY 2015 Classroom Site Fund Allocation (provided by ADE, based on \$295) Enter the total allocation in the Total Fund 010 column. Funds 011, 012, and 013 will automatically calculate.

6. Adjustments to FY 2015 Classroom Site Fund Budget Limit \*

7. FY 2015 Classroom Site Fund Budget Limit (Sum of lines 3 through 6) \*\*

676,759	1,044,366	1,019,278	0	2,740,402
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\* This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.

\*\* The amounts budgeted on page 3, lines 13, 26, 39, and footnote (1) should not exceed the amounts on this line.

FY 2015  
STATE OF ARIZONA



SUPPLEMENT  
TO  
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET  
FOR DISTRICTS THAT BUDGET FOR:  
  
SPECIAL K-3 PROGRAM OVERRIDE (A.R.S. §15-903.D and Laws 2010, Ch. 179, §4)  
  
JOINT CAREER AND TECHNICAL EDUCATION AND VOCATIONAL EDUCATION CENTER (A.R.S. §15-910.01)  
  
ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)

M&O Fund Supplement	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY						Prior FY 2014	Budget FY 2015	
Expenditures										
520 Special K-3 Program Override										
1000 Instruction	1.	0.00						0	0	0.0%
2000 Support Services	2.	0.00						0	0	0.0%
2100 Students	3.	0.00						0	0	0.0%
2200 Instructional Staff	4.	0.00						0	0	0.0%
2300 General Administration	5.	0.00						0	0	0.0%
2400 School Administration	6.	0.00						0	0	0.0%
2500 Central Services	7.	0.00						0	0	0.0%
2600 Operation & Maintenance of Plant	8.	0.00						0	0	0.0%
2900 Other	9.	0.00						0	0	0.0%
3000 Operation of Noninstructional Services	10.	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 1-9) (to Budget, page 1, line 26)										
540 Joint Career and Technical Education & Vocational Education Center										
1000 Instruction	11.	0.00						0	0	0.0%
2000 Support Services	12.	0.00						0	0	0.0%
2100 Students	13.	0.00						0	0	0.0%
2200 Instructional Staff	14.	0.00						0	0	0.0%
2300 General Administration	15.	0.00						0	0	0.0%
2400 School Administration	16.	0.00						0	0	0.0%
2500 Central Services	17.	0.00						0	0	0.0%
2600 Operation & Maintenance of Plant	18.	0.00						0	0	0.0%
2900 Other	19.	0.00						0	0	0.0%
3000 Operation of Noninstructional Services	20.	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 11-19) (to Budget, page 1, line 28)										



Unrestricted Capital Outlay Fund Supplement		Rentals 6440	Library Books, Textbooks, & Instructional Aids 6641-6643	Property 6700	Redemption of Principal 6831, 6832	Interest 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
								Prior FY 2014	Budget FY 2015	
Expenditures										
520 Special K-3 Program Override										
21.	1000 Instruction							0	0	0.0% 21.
22.	2000 Support Services							0	0	0.0% 22.
23.	3000 Operation of Noninstructional Services							0	0	0.0% 23.
24.	4000 Facilities Acquisition & Construction							0	0	0.0% 24.
25.	5000 Debt Service							0	0	0.0% 25.
26.	Subtotal (lines 21-25)	0	0	0	0	0	0	0	0	0.0% 26.
540 Joint Career and Technical Education & Vocational Education Center										
27.	1000 Instruction							0	0	0.0% 27.
28.	2000 Support Services							0	0	0.0% 28.
29.	3000 Operation of Noninstructional Services							0	0	0.0% 29.
30.	4000 Facilities Acquisition & Construction							0	0	0.0% 30.
31.	5000 Debt Service							0	0	0.0% 31.
32.	Subtotal (lines 27-31)	0	0	0	0	0	0	0	0	0.0% 32.
Total (lines 26 & 32) (Include in Fund 610 Budget, page 4, lines 2-9)		0	0	0	0	0	0	0	0	0.0% 33.

		FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
		Prior FY	Budget FY							Prior FY 2014	Budget FY 2015	
English Language Learners Supplement												
penditures												
structured English Immersion Fund 071												
0000 Instruction	1.	0.00	1.00	111,182	27,570					138,752	138,752	0.0%
0000 Support Services	2.	0.00								0	0	0.0%
2100 Students	3.	0.00								0	0	0.0%
2200 Instructional Staff	4.	0.00								0	0	0.0%
2300 General Administration	5.	0.00								0	0	0.0%
2400 School Administration	6.	0.00								0	0	0.0%
2500 Central Services	7.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	8.	0.00								0	0	0.0%
2700 Student Transportation	9.	0.00								0	0	0.0%
2900 Other	10.	0.00	1.00	111,182	27,570	0	0			138,752	138,752	0.0%
total (lines 1-9) (to Budget, page 6, Other Funds, line 2)												
compensatory Instruction Fund 072												
0000 Instruction	11.	0.00								0	0	0.0%
0000 Support Services	12.	0.00								0	0	0.0%
2100 Students	13.	0.00								0	0	0.0%
2200 Instructional Staff	14.	0.00								0	0	0.0%
2300 General Administration	15.	0.00								0	0	0.0%
2400 School Administration	16.	0.00								0	0	0.0%
2500 Central Services	17.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	18.	0.00								0	0	0.0%
2700 Student Transportation	19.	0.00								0	0	0.0%
2900 Other	20.	0.00	0.00	0	0	0	0		0	0	0	0.0%
total (lines 11-19) (to Budget, page 6, Other Funds, line 3)												



**BUDGET WORK SHEETS  
FOR FISCAL YEAR 2015**

WORK SHEET TITLE	PAGE
<del>A.</del> Adjustment for Tuition Loss and Student Revenue Loss Phase-Down (Optional). . . . .	1
B. Support Level Weights and PSD-12 Weighted Student Counts. . . . .	2
C. Base Support Level and Base Revenue Control Limit . . . . .	3
<del>C2.</del> Weighted Student Count: AOI Students . . . . .	4
D. Transportation Support Level and Transportation Revenue Control Limit . . . . .	5
E. District Support Level and Revenue Control Limit . . . . .	6
F. Consolidation/Unification Assistance. . . . .	6
G. District Additional Assistance High School Student Count (Type 03) . . . . .	6
H. District Additional Assistance . . . . .	7
J. Equalization Base and Assistance . . . . .	8
<del>K.</del> Small School Adjustment Phase Down Limit . . . . .	9
<del>K2.</del> Maximum Small School Adjustment Override . . . . .	10
<del>L.</del> Impact Aid Fund (ESEA, Title VIII) . . . . .	11
M. Maintenance and Operation Fund Budget Balance Carryforward . . . . .	12
<del>O.</del> Tuition Out for High School Students . . . . .	13
R. Student Success Fund . . . . .	14
<del>S.</del> Equalization Assistance for an Accommodation School . . . . .	15

A. Unweighted Student Count	PSD	K-8	9-12
1. FY 2015 Non-AOI Student Count	43.170	1,586.900	1,592.800
2. FY 2015 AOI Full-Time Student Count		+ 0.000	+ 0.000
3. FY 2015 AOI Part-Time Student Count		+ 0.000	+ 0.000
4. Subtotal (lines A.1 through A.3)	= 43.170	= 1,586.900	= 1,592.800
5. District Sponsored Charter School Estimated ADM	+	+ 2,320.000	+
6. Total Student Count	= 43.170	= 3,906.900	= 1,592.800

B. Use student count from line A.4 to determine weight.	SUPPORT LEVEL WEIGHTS FOR DISTRICTS			
	DESIGNATED AS ISOLATED		NOT DESIGNATED AS ISOLATED	
	K-8	9-12	K-8	9-12
Student Count 0.001-99.999				
Support Level Weight	1.559	1.669	1.399	1.559
Student Count 100.000-499.999				
Student Count Constant	500.000	500.000	500.000	500.000
FY 2015 Student Count	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	x 0.0005	x 0.0005	x 0.0003	x 0.0004
Support Level Weight Increase	=	=	=	=
Support Level Weight	+ 1.358	+ 1.468	+ 1.278	+ 1.398
FY 2015 Adjusted Support Level Weight	=	=	=	=
Student Count 500.000-599.999				
Student Count Constant	600.000	600.000	600.000	600.000
FY 2015 Student Count	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	x 0.0020	x 0.0020	x 0.0012	x 0.0013
Support Level Weight Increase	=	=	=	=
Support Level Weight	+ 1.158	+ 1.268	+ 1.158	+ 1.268
FY 2015 Adjusted Support Level Weight	=	=	=	=
Student Count 600.00 or More				
Support Level Weight			1.158	1.268
Joint Technical Education District				
Support Level Weight (A.R.S. §15-943.02)				1.339

C. PSD-12 WEIGHTED STUDENT COUNT

1. PSD (from line A.6)

2. District (from line A.1, A.2, or A.3)

a. K-8

b. 9-12

3. Charter School (from line A.5)

a. K-8

b. 9-12

4. Total

a. K-8 (C.2.a + C.3.a)

b. 9-12 (C.2.b + C.3.b)

5. Total Student Count (C.1 + C.4.a + C.4.b)

Non-AOI Student Count	AOI Full-Time Student Count	AOI Part-Time Student Count	Support Level Weight	Non-AOI Weighted Student Count	AOI Full-Time Weighted Student Count	AOI Part-Time Weighted Student Count
43.170			x 1.450	= 62.597		
1,586.900	0.000	0.000	x 1.158	= 1,837.630	0.000	0.000
1,592.800	0.000	0.000	x 1.268	= 2,019.670	0.000	0.000
2,320.000			x 1.158	= 2,686.560		
0.000			x 1.268	= 0.000		
3,906.900	0.000	0.000		4,524.190	0.000	0.000
1,592.800	0.000	0.000		2,019.670	0.000	0.000
5,542.870	0.000	0.000		6,606.457	0.000	0.000

**C. WORK SHEET FOR FY 2015 BASE SUPPORT LEVEL (BSL) AND BASE REVENUE CONTROL LIMIT (BRCL)**  
(A.R.S. §§15-808, 15-943, and 15-944.E)

**WEIGHTED STUDENT COUNT**

	Non-AOI Student Count	Support x Level Weight	Non-AOI Weighted Student Count
I. A. FY 2015 Non-AOI Student Count (from Work Sheet B, line C.5)	5,542.870		6,606.457
B. Student Count Add-ons (1)			
1. Hearing Impairment	0.000	x 4.771	= 0.000
2. K-3	1,640.128	x 0.060	= 98.408
3. K-3 Reading (2)	1,640.128	x 0.040	= 65.605
4. English Learners (ELL)	122.372	x 0.115	= 14.073
5. MD-R, A-R, and SID-R	38.190	x 6.024	= 230.057
6. MD-SC, A-SC, and SID-SC	35.835	x 5.833	= 209.026
7. Multiple Disabilities Severe Sensory Impairment	5.500	x 7.947	= 43.709
8. Orthopedic Impairment (Resource)	2.640	x 3.158	= 8.337
9. Orthopedic Impairment (Self Contained)	11.010	x 6.773	= 74.571
10. Preschool-Severe Delay	7.510	x 3.595	= 26.998
11. DD, ED, MIID, SLD, SLI, & OHI	629.307	x 0.003	= 1.888
12. Emotional Disability (Private)	20.436	x 4.822	= 98.542
13. Moderate Intellectual Disability	16.060	x 4.421	= 71.001
14. Visual Impairment	2.800	x 4.806	= 13.457
15. Total Add-on Count (I.B.1 through I.B.14)	4,171.916		955.672
II. FY 2015 Non-AOI Weighted Student Count			7,562.129 (I.A + I.B.15, this column)
III. FY 2015 AOI FT Weighted Student Count (from Work Sheet C2, line II)	0.000	x 95%	= 0.000
IV. FY 2015 AOI PT Weighted Student Count (from Work Sheet C2, line IV)	0.000	x 85%	= 0.000

**CALCULATION OF FY 2015 BSL AND BRCL**

V. Total Weighted Student Count (line II + III + IV)			7,562.129
VI. A. Base Level Amount \$3,373.11 - To include Teacher Compensation, use Base Level of \$3,415.27			
For Career Ladder and Optional Performance Incentive Program districts, add increase of			
% approved by the district governing board (A.R.S. §§15-918, 15-918.04, 15-919 and 15-919.04) (3)			\$ 3,415.27
B. Increase for 200 Days of Instruction (line VI.A x 5%) (A.R.S. §15-902.04)			\$
C. Adjusted FY 2015 Base Level Amount (line VI.A + VI.B) (to Work Sheet K, line I.G and II.G)			\$ 3,415.27
VII. Result (line V x VI.C)			\$ 25,826,712.31
VIII. Teacher Experience Index (TEI) (If actual TEI is less than 1.0000 use 1.0000)			1.0000
IX. Result (line VII x VIII)			\$ 25,826,712.31
X. Increase for Tuition Loss Adjustment (from all copies of Work Sheet A, line I.I)			\$
XI. Increase for Student Revenue Loss Phase-Down (from Work Sheet A, line II)			\$
XII. Increase for Career Ladder [A.R.S. §15-918.04(A)(5)] (3)			\$
XIII. FY 2013 Nonfederal Audit Service Actual Expenditures (4)	\$ 52,219.00	x 1.00	= \$ 52,219.00
XIV. Decreases for Charter School Federal and State Monies Received			-\$
XV. Decrease for Charter School Nonparticipation Adjustment			-\$
XVI. Other Reductions: (For FY 2015 this amount is zero, unless otherwise notified by ADE)			-\$
XVII. FY 2015 BSL and BRCL (sum lines IX through XIII minus lines XIV through XVI) (to Work Sheet E, line I)			\$ 25,878,931.31

Portion of line IX amount from total K-3 and total K-3 Reading weighted student counts: (2)	K-3	\$ 336,089.89
	K-3 Reading	\$ 224,058.79

- The Non-AOI Student Count for districts with district sponsored charter schools (DSCS) includes the district student count plus the estimated charter school student count for students that did not attend a district school last year.
- Districts assigned a letter grade of C, D, or F, in accordance with A.R.S. §15-241, or that have more than 10% of their pupils in grade three reading far below the third grade level according to the reading portion of the AIMS test, will receive monies for this weight only after the district's K-3 Reading Program Plan is approved by the State Board of Education. A.R.S. §15-211
- In accordance with Laws 2011, Ch. 29, §32, the maximum base level increase for a career ladder and optional performance incentive programs is 1% for FY 2015.
- A.R.S. §15-914.F allows districts to increase the BSL if financial and compliance audit costs will be incurred for the budget year.  
Enter the FY 2013 nonfederal audit expenditures on line XIII.  
Enter the FY 2013 federal audit expenditures from all funds to the right (should agree to FY 2013 AFR). \$  
Enter the total FY 2013 audit expenditures from all funds to the right. \$ 52,219.00  
Do not include costs of consulting or other nonaudit services paid to audit firms (e.g., application fees paid for submission of district's reports to ASBO and GFOA for certification or for the preparation of the Meritorious Budget Award application to ASBO) in the amounts reported on Line XIII or in this footnote.

TABLE I

Approved Daily Route Miles per Eligible Student Transported	FY 2015 State Support Level per Route Mile
I. 0.5 or Less	2.49
II. More than 0.5, through 1.0	2.04
III. More than 1.0	2.49

TABLE II FACTORS

Approved Daily Route Miles per Eligible Students Transported	Unified or an Accommodation School that offers instruction in grades 9-12 or a Common School District Not in a High School District (Type 01, 02, or 03)	Common School District within a High School District or an Accommodation School that does not offer instruction in grades 9-12 (Type 01 or 04)	High School District (Type 05)
I. 1.0 or Less	0.15	0.10	0.25
II. More than 1.0	0.18	0.12	0.30

TSL CALCULATION

I. Approved Daily Route Miles per Eligible Student Transported	
A. FY 2014 Approved Daily Route Miles	4,121.000
B. Number of Eligible Students Transported in FY 2014	1,197.000
C. Approved Daily Route Miles per Eligible Student Transported (I.A ÷ I.B)	3.443
II. To and From School Support Level	
A. Annual Route Miles (Line I.A x 180 or 200, as applicable)	741,780.000
B. State Support Level per Route Mile (use Table I based on I.C)	\$ 2.49
C. 1. FY 2014 Annual Expenditure for Bus Tokens	\$ 0.00
2. FY 2014 Annual Expenditure for Bus Passes	\$ 0.00
D. To and From School Support Level [(I.A x II.B) + II.C.1 + II.C.2]	\$ 1,847,032.20
III. Academic Education, Career and Technical Education, Vocational Education, and Athletic Trips Support Level	
A. Factor from Table II (based on I.C and district type)	0.180
B. Academic Education, Career and Technical Education, Vocational Ed., and Athletic Trips Support Level (II.A x II.B x III.A)	\$ 332,465.80
IV. Extended School Year Support Level for Pupils with Disabilities	
A. Actual Route Miles traveled in July and August 2013 to Transport Pupils w/Disabilities for Extended School Year	1,094.000
B. Estimated Route Miles Traveled in June 2014 to Transport Pupils w/Disabilities for Extended School Year	3,959.000
C. Total Extended School Year Route Miles (IV.A + IV.B)	5,053.000
D. State Support Level per Route Mile (use Table I based on I.C)	\$ 2.49
E. Extended School Year Support Level for Pupils with Disabilities (IV.C x IV.D)	\$ 12,581.97
V. FY 2015 TSL (lines II.D + III.B + IV.E) (to Work Sheet E, line III)	\$ 2,192,079.97
VI. Support Level Change	
A. FY 2014 Transportation Support Level	\$ 2,377,283.48
B. Transportation Support Level Change (If result is negative, enter 0) (V - VI.A)	\$ 0.00

TRCL CALCULATION

VII. FY 2014 Transportation Revenue Control Limit	\$ 2,788,717.62
VIII. FY 2015 Transportation Revenue Control Limit	
A. Preliminary FY 2015 Transportation Revenue Control Limit (VI.B + VII)	\$ 2,788,717.62
B. 120% of FY 2015 Transportation Support Level (V x 1.20)	\$ 2,630,495.96
C. Adjusted FY 2015 Transportation Revenue Control Limit (if line VIII.A is greater than line VIII.B use line VII, otherwise use line VIII.A.)	\$ 2,788,717.62
D. FY 2015 Transportation Revenue Control Limit (the greater of line V or VIII.C) (to Work Sheet E, line VII)	\$ 2,788,717.62

**E. WORK SHEET FOR FY 2015 DISTRICT SUPPORT LEVEL (DSL) AND  
REVENUE CONTROL LIMIT (RCL) (A.R.S. §§15-947 and 15-951)**

**CALCULATION OF THE DSL**

I. FY 2015 Base Support Level/Base Revenue Control Limit (from Work Sheet C, line XVII)	\$ 25,878,931.31
II. Tuition Out for High School Students (from Work Sheet O, line 13) [Applies only to tuition for high school students if the District of Residence is a common school NOT within a high school district (Type 03).]	\$ 0.00
III. FY 2015 Transportation Support Level (from Work Sheet D, line V)	\$ 2,192,079.97
IV. FY 2015 District Support Level (sum of lines I through III)	\$ 28,071,011.28

**CALCULATION OF THE RCL**

V. FY 2015 Base Support Level/Base Revenue Control Limit (from line I above)	\$ 25,878,931.31
VI. Tuition Out for High School Students (from Work Sheet O, line 13) [Applies only to tuition for high school students if the District of Residence is a common school NOT within a high school district (Type 03).]	\$ 0.00
VII. FY 2015 Transportation Revenue Control Limit (from Work Sheet D, line VIII.D)	\$ 2,788,717.62
VIII. FY 2015 Revenue Control Limit (sum of lines V through VII) [to Budget, page 7, line 1(a)]	\$ 28,667,648.93

**F. WORK SHEET FOR FY 2015 CONSOLIDATION/UNIFICATION ASSISTANCE  
(A.R.S. §§15-912 and 15-912.01)**

I. Consolidation/Unification Increase for Transitional Costs incurred in first year	
II. FY 2015 District Support Level (line I + Work Sheet E, line IV)	\$ 0.00
III. FY 2015 Revenue Control Limit (line I + Work Sheet E, line VIII) [to Budget, page 7, line 1(a)]	\$ 0.00

**G. WORK SHEET FOR FY 2015 DISTRICT ADDITIONAL ASSISTANCE HIGH SCHOOL STUDENT COUNT FOR  
COMMON SCHOOL DISTRICTS NOT WITHIN A HIGH SCHOOL DISTRICT (TYPE 03)  
(A.R.S. §15-951.C)**

I. High School Student Count Tuitioned Out (from Work Sheet O, line 6)	0.000
II. High School Student Count Transported by District of Residence to District of Attendance	
III. 50% of High School Student Count Transported by District of Residence to District of Attendance (Line II x .5) (to Work Sheet H, line V.A column 9-12)	0.000

TABLE TO CALCULATE DAA PER STUDENT COUNT

	K-8	9-12
I. FY 2015 Actual Student Count: .001 - 99.999 DAA per Student Count	\$ 544.58	\$ 601.24
II. FY 2015 Actual Student Count: 100.000 - 499.999		
A. Student Count Constant	500.000	500.000
B. Actual Student Count (from Work Sheet B, line A.4)	- 0.000	- 0.000
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0003	x 0.0004
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.278	+ 1.398
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 389.25	x \$ 405.59
I. DAA per Student Count	= \$ 0.00	= \$ 0.00
III. FY 2015 Actual Student Count: 500.000 - 599.999		
A. Student Count Constant	600.000	600.000
B. Actual Student Count (from Work Sheet B, line A.4)	- 0.000	- 0.000
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0012	x 0.0013
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.158	+ 1.268
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 389.25	x \$ 405.59
I. DAA per Student Count	= \$ 0.00	= \$ 0.00
IV. FY 2015 Actual Student Count: 600.000 or More & JTED DAA per Student Count	\$ 450.76	\$ 492.94

CALCULATIONS FOR DAA

	PSD	K-8	9-12
V. District Additional Assistance Base			
A. FY 2015 Student Count (from Work Sheet B, line A.4 and Work Sheet G, line III for type 03 districts)	43.170	1,586.900	1,592.800
B. DAA per Student Count (from Table above)	x \$ 450.76	x \$ 450.76	x \$ 492.94
C. DAA Base (line V.A x line V.B)	= \$ 19,459.31	= \$ 715,311.04	= \$ 785,154.83
VI. District Additional Assistance Growth Factor			
A. FY 2015 Student Count (from Work Sheet B, line A.4 and Work Sheet G, line II for type 03 districts)		3,222.870	
B. FY 2014 Student Count		+ 3,222.870	
C. FY 2015 DAA Growth Factor (VIA + VI.B)		= 1.0000	
VII. Adjusted District Additional Assistance			
A. DAA Base (from line V.C)	\$ 19,459.31	\$ 715,311.04	\$ 785,154.83
B. Adjusted Growth Factor (if line VI.C is < or = 1.05, use 1.0, if > 1.05, use 1 plus 50% of the increase)	x 1.0000	x 1.0000	x 1.0000
C. FY 2015 DAA (VII.A x VII.B)	= \$ 19,459.31	= \$ 715,311.04	= \$ 785,154.83
D. DAA for High School Textbooks			
1. FY 2015 Actual 9-12 Student Count (from Work Sheet B, line A.4)			1,592.800
2. Support Level Amount for Textbooks			x \$ 69.68
3. DAA for Textbooks (VII.D.1 x VII.D.2)			= \$ 110,986.30
E. 9-12 DAA (including charter additional assistance and capital transportation adjustment from lines below)			
1. FY 2015 9-12 DAA (9-12 lines VII.C + VII.D.3 + VII.G.3 + VII.H) (to Budget, page 7, line 2.a)			= \$ 896,141.13
2. 9-12 DAA Reduction for State Budget Adjustments (to Budget, page 7, line 2.b)			- \$ 457,149.53
3. Adjusted FY 2015 9-12 DAA (VII.E.1-VII.E.2) (to Work Sheet J, line III.A.1 or III.B.5)			= \$ 438,991.60
F. PSD and K-8 DAA (including charter additional assistance and capital transportation adjustment from lines below)			
1. FY 2015 PSD and K-8 DAA (PSD and K-8 lines VII.C + VII.G.3 + VII.H) (to Budget, page 7, line 2.a)			= \$ 4,696,796.75
2. PSD and K-8 DAA Reduction for State Budget Adjustments (to Budget, page 7, line 2.b)			- \$ 685,879.99
3. Adjusted FY 2015 PSD and K-8 DAA (VII.F.1-VII.F.2) (to Work Sheet J, line III.A.1 or III.B.5)			= \$ 4,010,916.76
G. Charter Additional Assistance (CAA)			
1. FY 2015 Charter School Student Count (from Work Sheet B, line A.5)	0.00	2,320.00	0.00
2. CAA per Student	x \$ 1,707.77	\$ 1,707.77	\$ 1,990.38
3. FY 2015 CAA (line VII.G.1 x line VII.G.2)	= \$ 0.00	\$ 3,962,026.40	\$ 0.00
H. Capital Transportation Adjustment A.R.S. §15-963.B	\$	\$	\$



NOTE: Common School Districts NOT within a High School District (Type 03) should only complete Sections I and III.B.

	PSD-8	9-12
I. A. Total FY 2015 PSD and K-8 Weighted State Aid Student Count		
1. PSD (from Work Sheet B, line C.1)	62,597	
2. K-8 (from Work Sheet B, line C.4.a, Total Non-AOI and AOI Counts)	4,524.190	
B. Total FY 2015 PSD-8 and 9-12 Weighted State Aid Student Count (Total Non-AOI and AOI Counts)	4,586.787	2,019.670
	(I.A.1 + I.A.2)	(from Work Sheet B, line C.4.b)
C. Total FY 2015 Weighted State Aid Student Count (line I.B PSD-8 column + 9-12 column)		6,606.457
D. PSD-8 and 9-12 Factors (line I.B + line I.C)	0.6943	0.3057
II. A. Lesser of District Support level (DSL) or Revenue Control Limit (RCL) (from Work Sheet E, line IV or VIII, or Work Sheet F, line II or III) (to Work Sheet S, line I.A)		\$ 28,071,011.28
B. DSL/RCL PSD-8 and 9-12 Allocation (line I.D x line II.A)	\$ 19,489,703.13	\$ 8,581,308.15
III. A. For ALL Districts Except Common School Districts NOT Within a High School District (Type 03)		
1. Adjusted FY 2015 District Additional Assistance (from Work Sheet H)	\$ 4,010,916.76	\$ 438,991.60
	(from Work Sheet H, line VII.F.3)	(from Work Sheet H, line VII.E.3)
2. Total FY 2015 Equalization Base (II.B + III.A.1)	\$ 23,500,619.89	\$ 9,020,299.75
3. 2014 Primary Assessed Valuation + 100	\$ 3,348,323.94	\$ 3,348,323.94
4. 2014 Salt River Project (SRP) Valuation + 100	\$ 989.49	\$ 989.49
5. 2014 Government Property Lease Excise Tax Assessed Valuation + 100	\$ 0.00	\$ 0.00
6. TOTAL Valuation (III.A.3 + III.A.4 + III.A.5)	\$ 3,349,313.43	\$ 3,349,313.43
7. Qualifying Tax Rate	x \$ 2.1123	x \$ 2.1123
8. Qualifying Levy (III.A.6 x III.A.7)	\$ 7,074,754.76	\$ 7,074,754.76
9. FY 2015 Equalization Assistance Before Adjustments (III.A.2 - III.A.8)	\$ 16,425,865.13	\$ 1,945,544.99
10. FY 2015 State Aid Decrease for Districts participating in Career Ladder Program (.000375 x BSL from Work Sheet C, line XVII) (Laws 1992, Ch. 158, §2) Unified districts use PSD-8 column only. (For FY 2015 this amount is zero, unless otherwise notified by ADE.)	- \$ 0	- \$ 0
11. Total FY 2015 Equalization Assistance (III.A.9 - III.A.10)	\$ 16,425,865.13	\$ 1,945,544.99
B. For Common School Districts NOT Within a High School District (Type 03)		
1. Lesser of District Support Level (DSL) or Revenue Control Limit (RCL) (from Work Sheet E, line IV or VIII, or Work Sheet F, line II or III)	\$ 0.00	\$ 0.00
2. Tuition Out for High School Students (from Work Sheet E, line II or VI)	- \$ 0.00	- \$ 0.00
3. Adjusted DSL/RCL (III.B.1 - III.B.2)	\$ 0.00	\$ 0.00
4. DSL/RCL PSD-8 and 9-12 Allocation	\$ 0.00	\$ 0.00
	(line III.B.3 x I.D)	(line III.B.3 x I.D) + (II.B.3)
5. Adjusted FY 2015 District Additional Assistance (from Work Sheet H)	\$ 0.00	\$ 0.00
	(from Work Sheet H, line VII.F.3)	(from Work Sheet H, line VII.E.3)
6. FY 2015 Equalization Base (III.B.4 + III.B.5)	\$ 0.00	\$ 0.00
7. 2014 Primary Assessed Valuation + 100	\$	\$
8. 2014 Salt River Project (SRP) Valuation + 100	\$	\$
9. 2014 Government Property Lease Excise Tax Assessed Valuation + 100	\$	\$
10. TOTAL Valuation (III.B.7 + III.B.8 + III.B.9)	\$ 0.00	\$ 0.00
11. Qualifying Tax Rate	x \$	x \$
12. Qualifying Levy (III.B.10 x III.B.11)	\$ 0.00	\$ 0.00
13. FY 2015 Equalization Assistance Before Adjustments (III.B.6 - III.B.12)	\$ 0.00	\$ 0.00
14. FY 2015 State Aid Decrease for Districts participating in Career Ladder Program (.000375 x BSL from Work Sheet C, line XVII) (Laws 1992, Ch. 158, §2) (For FY 2015 this amount is zero, unless otherwise notified by ADE.)	- \$ 0	- \$ 0
15. Total FY 2015 Equalization Assistance (III.B.13 - III.B.14)	\$ 0.00	\$ 0.00

Laws 2014, Ch. 16, §3, requires a joint technical education district (JTED) with a student count of more than 2,000 students to be funded ☐ at 95.5% of the state aid that would otherwise be provided by law and to reduce its budget limits accordingly. Therefore, the JTED's actual total equalization assistance may be less than the amount calculated on this Work Sheet. Estimated reduction to state aid \$ 0.00  
This estimated reduction amount must be used to reduce the GBL on page 7, line 9 and/or the UCBL on page 8, line A.10.

**M. WORK SHEET FOR CALCULATION OF THE FY 2015 MAINTENANCE AND OPERATION (M&O) FUND  
BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01)**

1.	a.	General Budget Limit (GBL) (from FY 2014 latest revised Budget, page 7, line 10)	\$	29,389,417.00
	b.	Adjustments to the GBL from FY 2014 BUDG75	\$	
	c.	Adjusted GBL	\$	29,389,417.00
2.	a.	Budgeted M&O expenditures (from FY 2014 latest revised Budget, page 1, line 30, Total Budget Year Column)	\$	29,389,417.00
	b.	Adjustments to the GBL (from line 1.b)	\$	0.00
	c.	Adjusted Budgeted Expenditures	\$	29,389,417.00
3.		Lesser of the Adjusted GBL (line 1.c) or the Adjusted Budgeted Expenditures (line 2.c)	\$	29,389,417.00
4.		M&O actual expenditures	\$	28,172,727.00
5.		Budget Balance (line 3 minus line 4) (If negative, enter zero. The district does not have any budget balance to carry forward. Do not complete the remainder of this work sheet.)	\$	1,216,690.00

**Note:** For lines 6.a through 6.h deduct the FY 2014 actual expenditures from the budget amount. If the result is negative, enter zero.

		FY 2014 Budget	Actual	Unexpended Budget
6.	a.	Special Program Override	\$ 0.00 - \$	= \$ 0.00
	b.	Desegregation	\$ 0.00 - \$	= \$ 0.00
	c.	Tuition Out Debt Service	\$ 0.00 - \$	= \$ 0.00
	d.	Dropout Prevention Programs	\$ 0.00 - \$	= \$ 0.00
	e.	Joint Career and Technical Ed. and Voc. Ed. Center	\$ 0.00 - \$	= \$ 0.00
	f.	Career Ladder	\$ - \$	= \$ 0.00
	g.	Optional Performance Incentive Program	\$ - \$	= \$ 0.00
	h.	Performance Pay	\$ 0.00 - \$	= \$ 0.00
	i.	Total Budget Balance Deductions [Add lines 6.a through 6.h.]		= \$ 0.00
7.		Budget Balance after Deductions (If negative, enter zero. The district does not have any budget balance to carry forward.) (line 5 minus line 6.i)		\$ 1,216,690.00
8.	a.	FY 2014 Adjusted District Limit (RCL) from page 4 of the most recent ADE report "Basic Calculations for Equalization Assistance" APOR 55-1, available on ADE's Web site		\$ 30,417,255.51
	b.	Growth Adjustment (FY 2014 BUDG75)		
	c.	Factor of 4%	x	0.04
9.		Maximum Allowable Budget Balance Carryforward [(line 8.a + line 8.b) x line 8.c]		\$ 1,216,690.22
10.		Actual Allowable Budget Balance Carryforward (Enter the lesser of line 7 or 9)		\$ 1,216,690.00
11.		Enter the amount of Allowable Budget Balance Carryforward transferred to the School Opening Fund (not to exceed the lesser of line 10 or the FY 2014 M&O Fund ending cash balance)		\$
12.		Remaining Actual Allowable Budget Balance Carryforward to be used in M&O Fund (line 10 - line 11) [to Budget, page 7, line 8(c)]		\$ 1,216,690.00

**R. WORK SHEET FOR FY 2015 STUDENT SUCCESS FUND**  
(A.R.S. §15-917, as amended by Laws 2014, Ch. 17, §§5 and 17)

**Part I**

Achievement Profile	Improvement Category (1)	Student Success Funding Multiplier	Eligible Scores	Student Success Funding Amount
Exceeds proficiency	Superior improvement	\$24.50	x _____ =	0.00
Exceeds proficiency	Strong improvement	\$12.25	x _____ =	0.00
Exceeds proficiency	Below-average improvement	\$7.75	x _____ =	0.00
Meets proficiency	Superior improvement	\$18.25	x _____ =	0.00
Meets proficiency	Strong improvement	\$9.25	x _____ =	0.00
Meets proficiency	Below-average improvement	\$6.00	x _____ =	0.00
Approaches proficiency	Superior improvement	\$39.75	x _____ =	0.00
Approaches proficiency	Strong improvement	\$20.00	x _____ =	0.00
Falls far below proficiency	Superior improvement	\$61.25	x _____ =	0.00
Falls far below proficiency	Strong improvement	\$30.50	x _____ =	0.00
<b>Total</b>				<b>0.00</b>

**Part II**

A. Prior year district attending ADM in tested grades (2)	_____
B. Per tested ADM amount (Part I, Total/Part II, line A)	0.00
C. Prior year district attending ADM in untested grades (2)	_____
D. Total untested ADM amount (Part II, line B x line C)	0.00
E. Number of high school graduates from the prior year	x \$21.50
F. Amount to be allocated for the Student Success Fund (Sum of Part I, Total, and Part II, lines D and E) (on Budget, page 6, Other Funds, line 4)	110,182.00

(1) Improvement Categories:

"Superior improvement" means a measurement of academic gain within or equal to the top seventeen per cent for individual students that is used to calculate school and school district achievement profiles pursuant to section 15-241, subsection H, Arizona Revised Statutes.

"Strong improvement" means an above-average measurement of academic gain for individual students that is used to calculate school and school district achievement profiles pursuant to section 15-241, subsection H, Arizona Revised Statutes, and that is below a determination of superior improvement.

"Below-average improvement" means a below-average measurement of academic gain for individual students that is used to calculate school and school district achievement profiles pursuant to section 15-241, subsection H, Arizona Revised Statutes. Also, a student in a tested grade that does not receive a measurement of academic gain is considered to demonstrate below-average improvement.

(2) Tested and Untested Grades

"Tested grades" means grades three through eight and grade ten.

"Untested grades" means kindergarten programs and grades one, two, nine and eleven.



# **ACTION**

## **Item 10B.**

**Band Fees for**  
**BMMS, GHMS, LTS**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10B

FROM: Jessica Bennett, Principal Bradshaw Mountain MS Reading  
Dr. Terri Matteson, Principal Glassford Hill MS  
Danette Derickson, Principal Liberty Traditional School

DATE: September 9, 2014 Discuss

SUBJECT: Request for registration/activity fee at the middle schools Action ☒  
Consent

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OBJECTIVE: To approve additional course fees at the middle school

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### Supporting Data:

This is a request to add additional course fees at all District middle schools in the area of band instrument rentals. This fee enables the middle schools to provide an equitable educational experience for all students taking high-demand elective courses. This fee will allow the middle schools to continue with their programs through sustainable funding to repair and replace band instruments.

1. Band Instrument Rental Fee – instrument rental for year: \$50.00 (only if instruments are available)

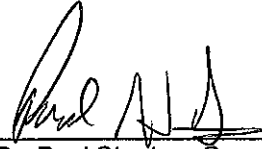
### Summary & Recommendation:

It is the recommendation of administration that the fee be approved as presented.

### Sample Motion:

*I move to approve the Band Instrument Rental Fee as presented.*

Approved for transmittal to the Governing Board:

  
Dr. Paul Stanton, Superintendent

Questions should be directed to:

Cole Young 759-5016  
Jessica Bennett 759-4900  
Danette Derickson 759-4500  
Dr. Terri Matteson 759-4600

# **ACTION**

## **Item 10C.**

### **BMHS Band Course Fees**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 100  
FROM: Kort Miner Reading  
DATE: September 9, 2014 Discuss  
SUBJECT: Band Fee Change Action X  
Consent

OBJECTIVE: Goal #1 To Raise the Level of Student Achievement  
Goal #2 To Focus on Planning for Future Student Needs

### SUPPORTING DATA

The proposed fee schedule is shown below. Band students usually join two or more programs (jazz, concert, drum line, marching). Sometimes, due to course fees and uniform fees, this can be extremely costly. We have had students drop out of programs due to cost. This new fee proposal will make each fee (course and uniform) \$25 for students in Band, with a \$100 combined maximum, encouraging students to enroll in multiple groups. Currently, 17 of the 18 members of Jazz Band are in three band classes; if they were charged full fees, some students would find enrolling in these classes cost-prohibitive.

### BMHS INSTRUMENTAL MUSIC:

#### FEE DEFINITIONS

**COURSE FEES:** A Student can incur up to two of these fees. Third and beyond will be waived to encourage multiple enrollments.

Fee Name:	Amount:	Special Instructions:
Wind Ensemble/ Concert Band Course Fee	\$25	
Drumline/Percussion Course Fee	\$25	
Colorguard Course Fee	\$25	
Winter Guard Course Fee	\$25	Second Semester Only
Jazz Band Course Fee	\$25	
String Orchestra Course Fee	\$25	
Marching Band Course Fee	\$25	

**UNIFORM FEES:** A Student can incur up to two of these fees. Third and beyond will be waived to encourage multiple enrollments.

Fee Name:	Amount:	Special Instructions:
Marching Band Uniform Fee	\$25	
Wind Ensemble/ Concert Uniform Fee	\$25	
Drumline/Percussion Uniform Fee	\$25	
Colorguard/ Winter Guard Uniform Fee	\$25	
Jazz Band Uniform Fee	\$25	
String Orchestra Course Fee	\$25	

**INCIDENTAL (ONE-TIME) FEES:** These fees will be assessed to specific students as needed.

Fee Name:	Amount:	Special Instructions:
Instrument Rental Fee	\$50	Only incurred as applicable
Marching Shoe Purchase Fee	\$25	Only incurred as applicable
Regional Audition Fee	\$20	Only incurred as applicable
Uniform Replacement Fee	\$5-\$100	Only incurred as applicable
Instrument Replacement Fee	\$300-\$1000	Only incurred as applicable



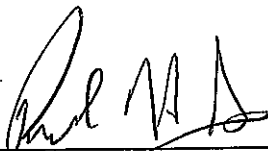
### **SUMMARY & RECOMMENDATION**

It is the recommendation of administration to accept the proposed fee schedule as presented.

### **Sample Motion**

*I move to approve the BMHS Instrumental Music Fee Schedule as presented.*

Approved for transmittal to the Governing Board:

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

*Questions should be directed to:*

*BMHS Principal Kort Miner or band instructor Chris Tenney (759-4100)*



# **ACTION**

## **Item 10D.**

**Course Name Change  
at BMHS**

**(Men's Chorus)**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 100
FROM:	Kort Miner, BMHS Principal	Reading
DATE:	September 9, 2014	Discuss
SUBJECT:	Course Name Change and Fee Approval	Action X
		Consent

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OBJECTIVE:	Goal 1: To Raise the Level of Student Achievement
	Goal 2: To Focus on Planning for Future Student Needs

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### SUPPORTING DATA

The Concert Choir is a mixed ensemble of male and female singers and is open to those students who desire to expand their vocal abilities and prepare for possible entrance into the advanced choirs. Daily rehearsals will focus on musicianship skills, vocal health and development, intermediate level theory, sight reading, and other choral music concepts and curriculum. The repertoire will include SAB (soprano/alto/bass) literature and possible SATB (soprano/alto/tenor/bass) literature, depending on the participants in the choir. This ensemble will be scheduled for a least four public concerts per year and will have opportunities for festivals and travel. An audition with the instructor or teacher recommendation is required.

Fee: \$10 uniform fee, \$20 participation fee (\$30 total)

### SUMMARY & RECOMMENDATION

High school administration recommends changing the course name of Men's Chorus to Concert Chorus, and that the suggested fee is approved.

### Sample Motion

I move to change the course name of Men's Chorus to Concert Chorus, and approve the course fee of \$30.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Kort Miner @ 759-4100

# **ACTION**

## **Item 10E.**

**Service Agreement**

**TALX Corporation**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10E
FROM:	Dan Streeter, Assistant Superintendent-Operations	Reading
DATE:	September 9, 2014	Discuss
SUBJECT:	Universal Service Agreement	Action X

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

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### **SUPPORTING DATA:**

The attached service agreement and service schedule allows for our continued partnership with TALX Corporation (a provider of Equifax Workforce Solutions). Equifax Workforce Solutions assists the district with the processing of unemployment claims including representation in the event of an appeals hearing. The annual cost for this service has not changed. The attached schedule does outline an added service for this year. This added service provides employment verifications for social service agencies. The cost of this added service will be \$4 per verification.

The service agreement and service schedule has been reviewed by the district's legal counsel.

### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that the agreement be approved as presented.

#### ***Sample Motion:***

*I move to approve the attached Service Agreement and Service Schedule between TALX Corporation (a provider of Equifax Workforce Solutions) and the Humboldt Unified School District to provide employment and payroll services as outlined in the attached agreement.*

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton, Superintendent

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

## UNIVERSAL SERVICE AGREEMENT

Client  
Name: Humboldt Unified School District Agreement No: \_\_\_\_\_  
Address: 6411 N. Robert Road  
Prescott Valley, AZ 86314 Effective Date: October 1, 2014  
Attn: Human Resources  
Telephone: (928)759-4000

This UNIVERSAL SERVICE AGREEMENT (the "Agreement") is entered into and shall be binding upon the parties as of the last date executed below by and between TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS"), and Humboldt Unified School District ("Client"), a Arizona municipal corporation. The parties agree as follows:

### 1.0 CONTRACT SERVICES

By entering into this Agreement, Client hereby authorizes EWS to provide the employment or payroll related services (the "Services") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)") attached hereto. The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

### 2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

### 3.0 EWS OBLIGATIONS

EWS agrees that the Service (i) will be provided in compliance with laws and regulations applicable to EWS's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

### 4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data ("Data") provided by or on behalf of Client to EWS; (ii) all information provided by EWS to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not

legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge or destroy Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

## **5.0 DATA SECURITY AND PRIVACY**

EWS shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after EWS has either actual or constructive knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall have actual or constructive knowledge of an Incident if EWS actually knows there has been an Incident or if EWS has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. EWS shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

## **6.0 DATA QUALITY AND DATA TRANSMISSION**

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS in the EWS format within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto.

Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in Attachment 1.



## **7.0 PROPRIETARY RIGHTS**

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

## **8.0 INDEMNIFICATION/LIMITATION OF LIABILITY**

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees' (i) breach of Section 4.0 or Section 6.0 of this Agreement, (ii) infringement on the intellectual property rights of third parties and/or (iii) intentional wrongful act or omission, provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the party providing indemnity shall select counsel to defend any such claim.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS (\$25,000).
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9.0 MISCELLANEOUS**

- 9.1 **Entire Agreement.** This Agreement, which includes all schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes and merges all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, or non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement.
- 9.3 **Applicable Law.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Missouri, without regard to its conflict of law principles.
- 9.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.
- 9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either party may assign this Agreement,

provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable Schedule hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.

- 9.6 **Notices.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To EWS:
Humboldt Unified School District	TALX Corporation
6411 N. Robert Road	11432 Lackland Road
Prescott Valley, AZ 86314	St. Louis, MO 63146
Human Resources	Attn: President

Either Party may change its notice address with written notice to the other party.

- 9.7 **Counterparts/Execution by Facsimile.** For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Client**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TALX Corporation,  
provider of Equifax Workforce Solutions**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Attachment 1

### Security Requirements when Client Sends Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure shipping methods provided below. The EWS preferred method of receiving Data is Secure File Transfer Protocol (SFTP) with PGP encryption.

	Transfer Option	Description	Requirement
1	FTP/S (SSL),	Eliminate data files traveling through 3 <sup>rd</sup> party courier. Secures information in the file.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
	SFTP (SSH)		
2	Email Attachment	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in e-mail attachment. Information in the body of the message is not secured.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
4	Secure e-mail (Voltage, TLS)	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in the body of the e-mail and attachments.	Internet web access
5	Client specific solution	Any option other than the 4 listed above.	Approval from EWS VP of Technology and business unit director

#### Additional Security requirements:

- When using Win Zip or PGP the following must be met:
  - o Win Zip files must be zipped using WinZip 9.0 or later
  - o File Encryption using AES-256 encryption
  - o Data file must be password protected using a password of at LEAST 32 characters
  - o Passwords must be sent using a separate path from the file (e.g. if the file is sent via email, password must be in a separate email which does not indicate this is a password. If the file is sent via physical media or electronic medium, such as FTP, the password must be communicated via telephone, email, or other approved communication.)

When using PGP the following is required:

- o The Equifax Workforce Solutions public key must be used.

The following secure delivery requirements must be met.

- o Use the following delivery method for unencrypted data files or bulk paper documents only:  
**Secured transport service approved by EWS for unencrypted media and documents.**
- o Use one of the following mailing methods for encrypted data files only:
  1. USPS Certified Mail
  2. USPS Overnight delivery
  3. FedEx Overnight or 2-day delivery
  4. UPS (United Parcel Service) Overnight or 2-day delivery
  5. Other mutually approved methods

**UNIVERSAL SERVICE AGREEMENT  
SCHEDULE 1 – TERM AND FEES FOR SERVICES**

**CLIENT NAME:** Humboldt Unified School District

**EFFECTIVE DATE:** October 1, 2014

EWS shall provide each of the services set forth herein (collectively, the "Services") in accordance with the Universal Service Agreement and this Schedule 1 utilizing the employment, income and tax information ("Data") supplied by Client to EWS on a regular basis.

- **Term:** This Schedule shall be for an initial term of one (1) year from the Effective Date hereof. This Schedule shall automatically renew for successive one (1) year terms unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating this Schedule.
- **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule.
- **Authority:** Client authorizes EWS, as its authorized agent, to provide each of the services set forth in this Schedule. EWS is not a tax preparer, and therefore, disclaims any and all responsibility for preparation of Client's federal tax return. At no time will EWS render or be required to render any service that could be interpreted as the practice of law or accountancy.
- **Payment Terms:** Except as may be otherwise stated below, EWS will invoice Client quarterly in advance, unless otherwise specified below, for all applicable fees starting on the Effective Date. Invoices are due net thirty (30) days. Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month. Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS' net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items. All prices are in U.S. dollars.
- **Data Quality and Use of Data:** Client acknowledges that the ability of EWS to provide accurate information is dependent upon accurate data ("Data") from Client. Client agrees to maintain its Data in an accurate, complete and current manner, to provide EWS with Data, as necessary, on employees of Client, and to notify EWS in advance of any and all changes or modifications in the format of Client's computer interface and/or the Data. Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

**UNEMPLOYMENT COST MANAGEMENT SERVICES ("UCM Service")**

The UCM Service is designed to reduce unemployment costs by eliminating payments made on unemployment claims discovered to be invalid and reducing administrative errors.

**Description of UCM Service**

- a) The analysis of unemployment compensation records provided;
- b) The verification of annual tax rates issued, unless related to a merger, acquisition, or reorganization for which EWS did not manage the tax notifications;
- c) The calculation of voluntary contributions when permitted;
- d) The correction of discovered state agency errors;
- e) Auditing of benefit charges on unemployment claims managed by EWS;
- f) Training and education materials;
- g) The establishment of procedures to enable EWS to process unemployment related forms;
- h) The verification of unemployment benefits paid;
- i) Provide activity reports on claims, separations and charges transmitted electronically, on a quarterly basis;
- j) Online management reports; and
- k) Consultation regarding unemployment hearing attendance.

**UCM Service Terms**

- **Transmittal of Personal Data:** EWS' internal policy for securing electronic communications containing confidential information, such as social security numbers, requires email encryption for clients who prefer to use email as their method of communication. The options for email encryption are usage of Transport Layer Security (TLS) on the client email servers or usage of the Voltage secure email application. Both options allow the email to travel over the internet securely and are easy for the client to use when retrieving and sending confidential email. Clients who choose to use Transport Layer Security to send email communications must maintain their TLS certification status on all servers receiving emails from EWS. Clients using email communications who do not use TLS or allow their TLS certification to lapse will be automatically set up to receive secure email using Voltage. Please designate your preferred email method for secure communication below:

☐ Transport Layer Security    Is your certification current ☐ Yes ☐ No ☐ Unknown

☐ Voltage Secure Email

If no selection is made above, EWS will set your primary communication preference for communicating sensitive data to fax and require a listing of current fax numbers for all contacts.

- **Third Party Indemnification:** In addition to indemnification obligations set forth elsewhere in the Agreement, Client hereby agrees to indemnify, defend or pay the cost of defense, and hold EWS harmless with regard to any third party claims, actions, demands, damages, liabilities, costs and expenses as a result of any action arising out of or relating to a suit brought against EWS relating to employment or termination of employment by employees or former employees of Client as long as EWS was acting within the scope of its authority and such suit is not due to EWS' negligence or willful misconduct.

#### UCM Service Fees

- a) **Annual Fee.** The annual fee to be paid to EWS for the unemployment cost management Service to be rendered under this Schedule for Client and its subsidiaries or affiliates listed on Exhibit A shall be \$7,152.00 per year payable in equal quarterly installments.
- b) **Excess Claims Fee.** Should the number of claims received in an agreement year exceed 100% of the workload estimate below, a fee of \$15 per claim will be payable to EWS for each excess claim. Number of claims received shall be defined as (i) any unemployment related claim document officially generated by a state agency, or (ii) in the event an unemployment claim was not managed by EWS, any document or inquiry which requires further case management by EWS.

In the event Client terminates this Schedule 1 or the Agreement prior to the end of an agreement year, EWS will calculate a monthly pro rata threshold for Unemployment Claims and Client will be responsible for a pro rata share of the excess claims for the agreement year in which such early termination becomes effective. The monthly pro rata threshold will be calculated by dividing the annual Unemployment Claims Workload Estimate below by 12. The monthly pro rata threshold for Unemployment Claims will then be multiplied by the number of completed months of the agreement year in which the termination becomes effective. The total of this calculation will represent the calculated pro rata threshold. If the total claims processed during the completed months of the terminated agreement year exceed the calculated pro rata threshold, Client will be responsible for paying the excess claim fee stated above for each excess claim. For the avoidance of doubt, this language does not give Client any additional right to terminate this Schedule 1 or the Agreement. Termination provisions are as specified in Section 2 above.

- c) **Excess State Unemployment Account Fee.** Should Client add additional state unemployment tax accounts during the term of this Schedule, the annual fee will increase by \$125 per excess account to which EWS provides rate verifications.

This Schedule will be amended as mutually agreed by EWS and Client in the case of additional state unemployment accounts and additional claims activity due to acquisitions, mergers, or reorganizations of Client.

<u>Transaction Item(s)</u>	<u>Workload Estimate</u>
i) Unemployment Claims	(32)
ii) Hearing Consultation Provided	(included)
iii) Number of State Unemployment Accounts	(1)

- d) **Hearings Representation.** Pursuant to this Agreement and the Power of Attorney executed by Client authorizing and appointing EWS to represent Client as Client's Agent and Attorney in Fact in unemployment tax and claim related matters, EWS will provide the following non-legal services at Client's election:

**Attend Upon Request.** EWS or EWS' representative will attend unemployment hearings with Client upon request by Client at up to 0 hearings per agreement year for no additional charge, whether in person or by telephone, as permitted by law. For each additional hearing attended by EWS or EWS' representative in an agreement year, a fee of \$225 will be due to EWS.

- e) **Attorney Hearing Representation.** In addition to Hearings Representation performed by EWS above, and subject to the Limitations on Representation below, Client may request and authorize EWS, as the Client's Agent and Attorney in Fact, to obtain attorney representation for Client at unemployment hearings where attorney representation is a statutory requirement or otherwise required by law or regulation of the particular state. Client authorizes EWS to invoice Client a fee for attorney representation up to a maximum of \$350 per hearing, which is paid directly to the attorney obtained by EWS for representation of the Client. In the event EWS, as Client's Agent, negotiates a fee on behalf of Client that is less than \$350, EWS shall only bill Client for the amount of the legal fee charged by the attorney. In addition, a fee of \$50 will be due to EWS as Client's Agent for EWS' non-legal services in coordinating and facilitating the attorney's representation, including administration and processing of factual material such as EWS' file on the matter at issue and contact information, and the invoicing and processing of payment to the attorney. EWS does not retain any portion of the fee paid by Client to the attorney, and does not accept referral fees.
- f) **Limitations on Representation.** EWS' obligation is to assist Client in administrative, unemployment proceedings. Nothing herein shall be construed to obligate or require EWS to provide or otherwise pay for the Client's representation in any subsequent legal proceedings in any State or federal court.

#### EMPLOYMENT AND INCOME VERIFICATION SERVICES ("Employment Verifications Service")

Employment Verifications Service is an employment verification service, utilizing Employment Verifications database, which provides subscribing employers with an automated method of authorizing and providing employment and income verification.

#### Description of Employment Verifications Service

##### **Parties to Verifications**

EWS serves as Client's agent solely for employment and income verification purposes. Employment Verifications Service is designed to assist (i) Client, (ii) employees of Client, and (iii) commercial, private, non-profit and governmental entities ("Verifiers") who wish to verify an employee's employment and/or income.

### Client Interests

Client provides employment and income data ("Data") to EWS on a regular basis and EWS provides employment and/or income verifications to Verifiers. Client shall maintain its Data in an accurate, complete and current manner, to provide EWS with Data on employees of Client, and to notify EWS in advance of any and all changes or modifications in format of the Client's computer interface and/or the Data. EWS will assure due diligence is taken to protect Client Data in accordance with good industry practices. However, EWS cannot guarantee that unauthorized third parties will not, under any circumstance, gain access to Employment Verifications Service and Data, nor does EWS guarantee the accuracy of Data provided by Client.

EWS may use Client's name and logo in routine communications EWS undertakes to Verifiers, to inform Verifiers of participation by clients in Employment Verifications Service in order to serve clients more efficiently and to reduce calls to clients from Verifiers.

### Employee Interests

Employees of Client may need verification of employment and/or income to qualify for home loans, automobile loans, chattel loans, or social services programs, to confirm immigration status or obtain worker's compensation payments. The Employment Verifications Service provides the necessary verification on a timely basis.

### Verifier Interests

Verifiers may obtain different amounts of information and in different manners dependent on the nature of the Verifier and the nature of the relationship with EWS. Verifiers may be commercial verifiers such as mortgage lenders, pre-employment screeners, automobile lenders, property managers, parties to consumer lending and others; social service agencies seeking to qualify an employee for social service assistance; child support agencies providing support for dependent children; immigration officials needing confirmation of employment; insurers; law enforcement agencies; or other Verifiers with a need to verify employment or income.

EWS will serve the interests of Client, employees of Client and Verifiers (i) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (ii) by providing verifications where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (iii) by providing verifications where the employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (iv) [to provide] by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

### Fair Credit Reporting Act

EWS is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, EWS complies with the FCRA in providing the Service. EWS' FCRA compliance enhances the protections available to Client's employees, with respect to the privacy and accuracy of the Data. Client acknowledges that EWS has the responsibility to maintain Data accuracy as required under the FCRA, and grants EWS the authority necessary to fulfill this responsibility.

### Employment Verifications Service Terms

- **Fair Credit Reporting Act ("FCRA") Obligations.** By signing below, or otherwise accepting these terms, Client acknowledges receipt of this Schedule 1 and Exhibit A ("Notice to Furnishers") attached hereto and made a part of this Schedule 1. Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that an employee notifies EWS of an error in any Data, and EWS or Client concludes that the Data is incorrect, Client shall correct the Data as required. If, after completing an investigation and acknowledging that the Data is incorrect, Client does not correct the Data EWS may as required under FCRA: (i) correct the Data on behalf of Client, and/or (ii) block the Data from being accessed by verifiers.

### Employment Verifications Service Fees

- **Annual Fee.** The annual fee to be paid for the Employment Verifications Service shall be waived for verifications of employment and income. Electronic and manual Social Service Verifications will be charged at \$4.00 per transaction.

### LIST OF CLIENT SUBSIDIARIES OR AFFILIATES COVERED BY THIS AGREEMENT

<u>COMPANY NAME</u>	<u>FEIN</u>	<u>SUI</u>
a) Humboldt Unified School District		
b)		

EWS reserves the right to modify the Service from time to time. If the modification shall be a substantial change from this Service Description Overview, EWS shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Service, such as a change for upgraded security of Data, is not a substantial change. Client may terminate the Service by notice given to EWS within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless Client provides for an earlier or later effective date of termination in the notice of termination. Absence of such termination shall constitute Client's agreement to the modified Service Description Overview.

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**Client Information**

Total number of active employees under contract:

720

Total number of active employees to be implemented on target date:

720

**Data Quality:** Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work.

Schedule 1 shall be binding on the parties upon the date last executed below.

**Client**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TALX Corporation,  
provider of Equifax Workforce Solutions**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Exhibit A

**All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

### **NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

#### **Accuracy Guidelines**

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(e)*.

#### **General Prohibition on Reporting Inaccurate Information**

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

#### **Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

#### **Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." *Section 623(a)(8)*. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(a)(8)*.

#### **Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that complied and maintains files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*.
- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E)*.



### **Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*.

### **Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*.

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charges to profit or loss, or subjected to any similar action. *Section 623(a)(5)*.

### **Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7)*. The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

### **Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9)*. This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

### **Duties When ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notification from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623(a)(6)*. If a furnisher learns that it had furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2)*. When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f)*.

**The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.**

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y



# **ACTION**

## **Item 10F.**

**ELL Aide position**

**BMHS**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board  
FROM: Dan Streeter, Assistant Superintendent of Operations  
DATE: September 9, 2014  
SUBJECT: Approval for ELL Aide position at BMHS

Item # 10F  
Reading  
Discuss X  
Action X

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OBJECTIVE: Goal #1 To Raise the Level of Student Achievement

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### **SUPPORTING DATA:**

After the 2012-13 School year, BMHS did not have enough ELL students to justify keeping a full-time teacher. In order to meet the four-hour language block requirement, the decision was made to place ELL students in two hours of Read 180 and the other two hours would be covered under the state approved Individual Language Learner Plan. During the 2013-2014 school year, and again for the current school year, enrollment has grown to include a total of nine ELL students. These students range from pre-emergent to intermediate, however, the majority of them are at the pre-emergent and basic level. This has created a situation in which adequate support for them under this model has declined.

In order to continue our goal of raising the level of student achievement, the recommendation is to hire a six-hour ELL aide to support the ELL students in the mainstream classrooms under the state approved Individual Language Learner Plan.

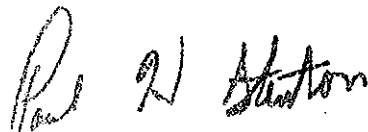
### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that the six-hour ELL aide position be approved.

### **Sample Motion:**

*I move to approve a six-hour per day ELL Aide position at Bradshaw Mountain High School.*

Approved for transmittal to the Governing Board:

  
Dr. Paul H. Stanton, Superintendent

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