



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, July 9, 2019

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

Public Hearing @ 6:30

Regular Session Immediately Follows

OFFICIAL COPY

Mr. Daniel Streeter, Superintendent

**Ryan Gray, President
Rich Adler, Vice President
Corey Christians, Member
Suzie Roth, Member
Paul Ruwald, Member**

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

"To provide a comprehensive, world-class education for all students"

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

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **July 9, 2019**, at the **HUSD Transportation Training Facility**, located at **6411 N. Robert Road (Bldg. 500), Prescott Valley, Arizona**.

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona, and on the district website www.humboldtunified.com and go to the Governing Board Tab.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Rebecca Cooley at (928)759-5007 or rebecca.cooley@humboldtunified.com. Requests should be made as early as possible to arrange the accommodation.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area.
- Discussion by the Board is limited to items posted on the agenda.

AGENDA

6:30 PM PUBLIC HEARING

A public hearing will be held to discuss the annual budget for 2019-20. Those members of the public wishing to speak to this item must submit a Public Participation Card. When called upon please come to the podium, state your name and speak into the microphone so that your comments may be properly recorded.

REGULAR SESSION IMMEDIATELY FOLLOWING THE PUBLIC HEARING

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CURRENT EVENTS**
 - A. Board
 - B. Superintendent
6. **CELEBRATING SUCCESSES**
 - A. HUSD VIPs
 1. Maintenance Department – Christopher Knabe
 2. District Office – Stacy Marcus

Pages 1-3

7. **PUBLIC PARTICIPATION**

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

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

8. CONSENT ITEMS

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

- Pages 4-6 **A. Personnel Recommendations**
- Pages 7-9 **B. Governing Board Meeting Minutes of June 25, 2019** (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 10-79 **C. Financial/Business**
1. Approval of Accounts Payable voucher(s) in the amount of \$ 902,880.25
2. Approval of Payroll voucher(s) in the amount of \$ 4,266,893.67
- Pages 80-85 **D. Monthly Student Activities Report**
- Pages 86-88 **E. Request for authorization of line item maintenance and operation (M&O) expenditures in excess of budget but within total M&O budget for fiscal year 2019-20**
- Pages 89-91 **F. Request for authorization to execute warrants between Governing Board meetings for fiscal year 2019-20**
- Pages 92-94 **G. Request for approval of authorized signers for District bank accounts for fiscal year 2019-20**
- Pages 95-96 **H. Request for approval of treasurers for Student Activity Accounts for fiscal year 2019-20**
- Pages 97-107 **I. Request for approval to renew agreement between Humboldt Unified School District (HUSD) and Advancement Via Individual Determination (AVID)**
- Pages 108-110 **J. Request for approval of qualified evaluators for school year 2019-20**
- Pages 111-115 **K. Request for approval of the Supplemental Wage Schedule for 2019-20**
- Pages 116-121 **L. Request for approval to renew agreement with Mingus Mountain Estate Residential Center, Inc. (MMERCI) for the 2019-2020 school year.**
- Pages 122-125 **M. Request for approval of an amendment to the Intergovernmental Agreement between Humboldt Unified School District and Mountain Institute Career Technical Education District (MICTED)**
- Pages 126-160 **N. Request for approval of Intergovernmental Agreement (IGA) with Yavapai College for dual credit courses offered at Bradshaw Mountain High School.**
- Pages 161-175 **O. Discussion and possible approval to approve a Master Services Agreement with Playworks Education Energized for Humboldt Elementary School**

Pages 176-177 **P. Gifts and donations**

9. DISCUSSION

- Pages 178-179 **A. A summary of the Emergency Operations Plan, developed by the District School Safety Committee**
- Pages 180-192 **B. Discussion on possible changes to the Humboldt Unified School District Governing Board Self Evaluation process**

Pages 193-234 **C.** First Reading of Policy Advisories 646-650 as presented by Arizona School Boards Association

- PA 646 Policy DIE Audits/Financial Monitoring
- PA 647 Regulation IHAMB-R Family Life Education
- Pa 648 Policy JFAA Admission of Resident Students
Exhibits JFAB-EA, JFAB-EB
- PA 650 Regulation KDB-R Public Right to Know / Freedom of Information

Pages 235-236 ***D.** Discussion on sale of former District Administrative Offices
[Possible executive session pursuant to A.R.S. § 38-431.03 (A)(7) (Sale of Property)]

10. ACTION

Pages 237-262 **A.** Discussion and possible action to adopt the fiscal year 2019-20 HUSD Expenditure Budget

Pages 263-270 **B.** Second Reading and possible adoption of Policy Updates as Recommended by Meet and Confer

- Policy GDJ-R Assignments and Transfers (Classified)
- Policy GDMA Support Staff Professional Development
- Policy GCCG Professional/Support Staff – Voluntary Transfer of Accrued Sick Leave

Pages 271-282 **C.** Discussion and possible action to approve an Intergovernmental Agreement (IGA) with Chino Valley Unified School District (CVUSD) for special education services

Pages 283-288 **D.** Discussion and possible action to approve a lease agreement with Northern Arizona Council of Governments (NACOG) for use of one classroom at Liberty Traditional School (LTS)

Pages 289-296 **E.** Discussion and possible approval of a collaborative Memorandum of Understanding (MOU) between Northern Arizona Council of Governments (NACOG) – Head Start and Humboldt Unified School District (HUSD)

11. PERSONNEL

Pages 297-298 ***A.** Discussion and possible action regarding the payment of the second half of Superintendent Streeter's performance pay plan
[Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]

12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

August 13, 2019	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle
September 10, 2019	6:30 p.m.	Regular Meeting	@ Bradshaw Mountain Middle
October 15, 2019	6:30 p.m.	Regular Meeting	@ Humboldt Elementary

13. ADJOURNMENT

Copies of agendas and supporting documentation relative to public meetings (with the exception of materials relating to possible executive sessions) are available at the District Administration Office during normal work hours, 24 hours prior to a meeting. Please call ahead (759-4000) to arrange copies to be picked up. Documentation is also available on the District website www.humboldtunified.com; on the home page, go to the School Board tab →Board Packets →Select Year →Select Meeting Date. (Note: Large packets are saved in multiple sections).

CELEBRATING SUCCESSES

Item 6

A. HUSD VIPs

1. Classified – Christopher Knabe
2. Classified – Stacy Marcus



The Humboldt Schools.
Motivating achievement since 1906.

To HUSD Governing Board

Subject: Nomination Letter for Classified Staff VIP of the Month

Bradshaw Mountain High School East - Christopher Knabe (Lead Custodian)

For recognition of efforts above and beyond on behalf of the district I would like to nominate Christopher Knabe for HUSD VIP.

I am nominating Chris for the following reasons:

Chris has been a devoted HUSD employee for many years. Chris works diligently behinds the scenes making sure it all runs smoothly.

I can count on Chris day or night depending on what our needs are during any given week. With so many events happening evenings and weekends Chris is willing to cover any shift when needed.

Chris was also instrumental in discovering a major fire water pipe leak at the east campus cafeteria. On Saturday February 16, 2019 Chris just happened to be driving by the east campus in the early morning hours when he noticed what appeared to be a small lake forming at the north side of the cafeteria. He immediately sprang into action contacting his supervisor who then called me. We were able to quickly contact city crews to shut off the main water. What was eventually discovered was a major fire system 4 inch line break underground. Chris was able to save the district from a large amount of foundation damage along with an uncalculatable amount of water wasted and associated water usage cost.

Chris is a true team player and a great asset to my team and HUSD. We are grateful to have him on our team.

Sincerely,
Ray Rosario
Director of Maintenance





The Humboldt Schools.

Motivating achievement since 1906.

July 1, 2019

HUSD Governing Board,

It is my pleasure to honor Ms. Stacy Marcus as the July 2019 HUSD VIP. Stacy has been with HUSD for 8 years, and in this time she has been known to be supportive, a team player, and a detail-oriented individual who has aided the district in many ways, both in the spotlight and behind the scenes.

One of the key things that stand out about Stacy is that she is always available to offer support and a kind word. In my experience, there has never a time when this does not happen. This is especially true when there many tasks needing to be completed, as I have noticed around the busiest times of the school year. She is always there to ask what she needs to do to assist, and offer encouragement to others who are also working on these tasks.

Within the past school year, Humboldt Unified School District faced a tragic situation. Amidst this, Stacy stepped up and fulfilled the role of Superintendent and Governing Board Secretary until a permanent replacement could be found. This was on top of her other duties in her role as Administrative Secretary of Federal Programs and School Innovation, which also included some of the work done by the Administrative Secretary of Educational Services due to a vacancy in this position. Stacy did not blink when asked to do this, and this speaks to only a few of the many examples of her willingness to ride for the brand.

When working with Federal Programs and grants, one of the key items is an attention to detail. Stacy is the financial brains behind the department, and her ability to calculate these details and ensure effective tracking of revisions, changes, and carryover additions to the budget can be a harrowing task. Stacy is able to do this well, and pays close attention to make sure that all numbers effectively keep the funding applications intact and in compliance with ever-changing regulations and processes.

Stacy is truly an asset to Humboldt Unified School District, and her reliability is second to none in getting large amounts of work accomplished to help fulfill Vision 2020 as a key support in providing a comprehensive, world-class education for all students.

Yours in Education,

Dr. Rob Bueche
Executive Director
Federal Programs/Educational Services
Humboldt Unified School District #22

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

DR. ROB BUECHE, EXECUTIVE DIRECTOR OF FEDERAL PROGRAMS AND EDUCATIONAL SERVICES
6411 N. ROBERT ROAD, PRESCOTT VALLEY, AZ 86314 • PHONE 928.759.4010 • FAX 928.759.4044



The Houghton School

1911-1912

It is my pleasure to announce the successful completion of the first year of the Houghton School. The school was opened on September 1st, 1911, and in the first term the number of pupils was 100. The school is now open for the second year, and the number of pupils is 120.

The school is now open for the second year, and the number of pupils is 120. The school is now open for the second year, and the number of pupils is 120. The school is now open for the second year, and the number of pupils is 120.

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Yours faithfully,

W. H. Houghton

Principal

Houghton School

Houghton School

Houghton School

Houghton School

Houghton School

Houghton School

Houghton School

Houghton School

CONSENT

Item 8A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on July 9, 2019

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

Certified Staff

1. Francisco Ortiz Y Davis - Teacher CTE Marketing @ BMHS-W (6/30/2019)

Classified Staff

1. None

Substitute + Staff

1. None

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

Certified Staff

1. Deborah Zeit - Resource Teacher @ BMHS-W (replaces Patti Eller)

Classified Staff

1. Sally Lang - 3.9 Hrs/Day - Preschool Aide @ BFPS (replaces Anita Zavaleta)
2. Shannan Gunn - 7 Hrs/Day - F&N Cook @ MVES (fills open position)
3. Tabitha King - 8 Hrs/Day - Library Media Specialist @ GHMS (replaces Ann Carey)
4. Tracie Eliot - 6 Hrs/Day - Preschool Aide @ BFPS (replaces Lorrie Kolbe)

Substitute + Staff

1. Maricela Leithead - Sub Bus Driver (8/2/2019)

C. SUPPLEMENTAL CONTRACTS

Overloads

1. None

Certified Stipends Specifically Listed on Board-approved 2019-2020 Stipend Schedule

(M&O-\$41,827.77; Tax Credit- \$1,225.00; General Tax Credit- \$0.00; SPED-\$0.00; Other-\$0.00)

1. Alfonso Martinez - Coach Football Asst. @ BMHS-W
2. Amy Kidd - Team Leader Middle School @ BMMS
3. Ardeth Ohm-Moser - Choir Director Middle School @ BMMS
4. Ashley Visitacion - Team Leader Middle School @ BMMS
5. Ashley Visitacion - Nat'l Jr. Honor Society @ BMMS
6. Bryan Tubera - Team Leader Middle School @ BMMS
7. Christine Harris - Psychologist Stipend
8. Cynthia Sobo - Yearbook Advisor @ BMHS-W
9. Danette Derickson - Elem/Middle School Split @ LTS
10. Darrell Rowader - Band Director Middle School @ BMMS
11. David Mata - Coach Football Asst. @ BMHS-W
12. Denise Leveron - Advanced Ed Co-Chair @ BMHS-W
13. Diane Hamilton - Coach Cross Country Middle School @ BMMS
14. Diane Hamilton - Coach Track Middle School Girls @ BMMS
15. Gena Hatfield - German Exchange Program @ BMHS-W

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on July 9, 2019

16. Jeffery Brown - Coach Football Asst. @ BMHS-W
17. Justin Ricketts - Coach Football Asst. @ BMHS-W
18. Kimberly Hoover - Reading Counts Middle School @ BMMS
19. Nathan Roberts - Coach Football Asst. @ BMHS-W
20. Nicole Balzarini - Psychologist Stipend
21. Paul Stephens - Coach Basketball 8th Grade Boys @ BMMS
22. Philip King - Coach Football Asst. @ BMHS-W
23. Rebecca Higgs - Psychologist Stipend
24. Sarah Herschelman - Athletic Director Middle School @ BMMS
25. Sarah Herschelman - Coach Volleyball Middle School @ BMMS
26. Sarah Herschelman - Coach Basketball 8th Grade Girls @ BMMS
27. Sarah Herschelman - Coach Track Middle School Boys @ BMMS
28. Valerie Young - Advanced Ed Co-Chair @ BMHS-W

Other Stipends

(M&O-\$0.00; Tax Credit-\$0.00; F&N-\$0.00; Special Education-\$0.00; Other-\$0.00)

1. None

D. IN-DISTRICT TRANSFERS

Certified

1. Katherine Davis - From Teacher Grade 2 @ LTS To Teacher Art @ LTS (fills open position)

Classified

1. Anna Powers - From 8 Hrs/Day Speech Language Pathologist Asst. @ SSO To 6.4 Hrs/Day Speech Language Pathologist @ SSO (fills open position)
2. Giselle Scantamburo-Hall - From 6.5 Hrs/Day Mod/Sev/Prof Aide @ BMMS To 7 Hrs/Day Mod/Sev/Prof Aide @ BMMS (replaces Justin Bitsilly)
3. Justin Bitsilly - From 7 Hrs/Day Mod/Sev/Prof Aide @ BMMS To 7.25 Hrs/Day Mod/Sev/Prof Aide @ BMMS (replaces Kimberley Griffie)
4. Kimberley Griffie - From 7.25 Hrs/Day Mod/Sev/Prof Aide @ BMMS To 6.5 Hrs/Day Mod/Sev/Prof Aide @ BMMS (replaces Giselle Scantamburo-Hall)
5. Kyle Bossart - From 8 Hrs/Day IS Technician @ IT To 8 Hrs/Day IS Specialist @ IT (replaces Christopher Winder)
6. Lorrie Kolbe - From 8 Hrs/Day Preschool Aide @ BFPS To 7 Hrs/Day Preschool Aid @ BFPS (replaces Sunni Hoskins)
7. Shalom Behm - From 6 Hrs/Day F&N Clerk @ BMHS-W To 7.5 Hrs/Day F&N Asst. Manager @ Food Services (fills open position)

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

Certified

1. None

Classified

1. None

F. Classified Staff - Volunteer Agreement Form Stipends

1. None

CONSENT Item 8B.

Minutes

June 25, 2019

(audio minutes are available on the district website)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
"To provide a comprehensive, world-class education for all students"
Audio Minutes Table of Contents (with markers) – 06-25-2019

The Governing Board of the Humboldt Unified School District #22 convened during a meeting open to the public on **June 25, 2019**, at the **Transportation Training Facility** located at **6411 N. Robert Road (building 500), Prescott Valley, Arizona.**

To get to the audio minutes on our website, please go to www.humboldtunified.com → School Board → Board Meetings → Meeting Minutes → Select Year → Select Meeting Date → Digital Board Minutes. The recording will automatically begin. You may drag the recording time marker to the specific agenda item you wish to review. Timed markers are shown below.

AGENDA

6:30 PM SPECIAL SESSION

Marker

00:04 **1. WELCOME AND CALL TO ORDER**

00:24 **2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY**

00:45 **3. ROLL CALL**
(PRESIDENT RYAN GRAY ATTENDED BY PHONE; SUZIE ROTH WAS ABSENT)

01:17 **4. AGENDA REVIEW/ACCEPT**

01:42 **5. PUBLIC PARTICIPATION**
Participation is reserved for members of the public who have submitted a completed Public Participation Form. Total length of time shall not exceed 30 minutes. Individual times shall not exceed 5 minutes (Policy BEDH). When addressing the Board, speakers are to state their name and subject into the microphone so that their statements may be properly recorded.

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

02:14 **6. CONSENT ITEMS**
This section includes approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Upon the request of a Board member, a topic on the Consent Agenda may be removed from this segment of the meeting and discussed as a Regular Agenda item.

A. Personnel Recommendations

B. Governing Board Minutes of May 23, 2019 and June 4, 2019 (audio recordings are posted on the District's website at www.humboldtunified.com)

C. Financial/Business

1. Approval of Accounts Payable voucher(s) in the amount of \$ 547,726.54
2. Approval of Payroll voucher(s) in the amount of \$ 5,832,078.05

D. Gifts and donations

ALL PASSED UNANIMOUSLY (4-0)

7. ACTION

03:38 **A.** Discussion and possible action to approve the proposed expenditure budget for fiscal year 2019-20

PASSED UNANIMOUSLY (4-0)

14:05 **B.** Discussion and possible action to award the District's Fleet Fuel Card System Multi-Term Contract to Diesel Direct West, Inc.

PASSED UNANIMOUSLY (4-0)

21:52 **8. ANNOUNCEMENTS**

A. Next Scheduled Board Meetings are:

July 9, 2019	6:30 p.m.	Regular Meeting	@ Transportation Training Facility
August 13, 2019	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle School
September 10, 2019	6:30 p.m.	Regular Meeting	@ Bradshaw Mountain Middle School

22:23 **9. ADJOURNMENT**

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1. ACTION
A. The Board of Directors of the Corporation shall have the authority to declare dividends on the common stock of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to declare dividends on the preferred stock of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to declare dividends on the common stock of the Corporation.

2. ASSIGNMENT
A. The Board of Directors of the Corporation shall have the authority to assign the management of the Corporation to a committee of the Board of Directors.
B. The Board of Directors of the Corporation shall have the authority to assign the management of the Corporation to a committee of the Board of Directors.
C. The Board of Directors of the Corporation shall have the authority to assign the management of the Corporation to a committee of the Board of Directors.

3. AMENDMENT
A. The Board of Directors of the Corporation shall have the authority to amend the Bylaws of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to amend the Bylaws of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to amend the Bylaws of the Corporation.

4. VOTING
A. The Board of Directors of the Corporation shall have the authority to determine the voting rights of the common stock of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to determine the voting rights of the common stock of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to determine the voting rights of the common stock of the Corporation.

5. OFFICERS
A. The Board of Directors of the Corporation shall have the authority to elect the officers of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to elect the officers of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to elect the officers of the Corporation.

6. REMOVAL
A. The Board of Directors of the Corporation shall have the authority to remove the officers of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to remove the officers of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to remove the officers of the Corporation.

7. MISCELLANEOUS
A. The Board of Directors of the Corporation shall have the authority to do all things necessary and proper to carry out the powers and duties of the Corporation.
B. The Board of Directors of the Corporation shall have the authority to do all things necessary and proper to carry out the powers and duties of the Corporation.
C. The Board of Directors of the Corporation shall have the authority to do all things necessary and proper to carry out the powers and duties of the Corporation.

CONSENT

Item 8D.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8D
FROM:	Cynthia Windham, Executive Director of Finance	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Student Activities - Board Report	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

SUPPORTING DATA:

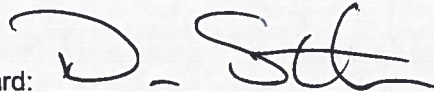
Attached is the monthly Student Activities Report.

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

SUMMARY & RECOMMENDATION:

No action necessary. Reports are presented for informational purposes only.

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

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

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

☐ Subtotal by Collapse Mask
☐ Exclude Inactive Accounts with zero balance

☐ Include pre encumbrance
☐ Print accounts with zero balance

From Date: 7/1/2018 To Date: 6/30/2019

☐ Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.110.1319	GENERIC EXPENSE	\$7,527.12	\$0.00	\$0.00	\$7,527.12	\$0.00	\$7,527.12	100.00%
850.610.1000.6610.110.1319	GENERAL SUPPLIES	\$0.00	\$932.60	\$932.60	(\$932.60)	\$0.00	(\$932.60)	0.00%
850.610.1000.6810.110.1319	DUES AND FEES	\$0.00	\$1,046.37	\$1,046.37	(\$1,046.37)	\$0.00	(\$1,046.37)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$7,527.12	\$1,978.97	\$1,978.97	\$5,548.15	\$0.00	\$5,548.15	73.71%
	UNIT: LVES - 110	\$7,527.12	\$1,978.97	\$1,978.97	\$5,548.15	\$0.00	\$5,548.15	73.71%
850.100.1000.6000.120.1319	GENERIC EXPENSE	\$3,632.99	\$0.00	\$0.00	\$3,632.99	\$0.00	\$3,632.99	100.00%
850.610.1000.6610.120.1319	GENERAL SUPPLIES	\$0.00	\$1,526.19	\$1,526.19	(\$1,526.19)	\$0.00	(\$1,526.19)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$3,632.99	\$1,526.19	\$1,526.19	\$2,106.80	\$0.00	\$2,106.80	57.99%
850.100.1000.6000.120.1362	GENERIC EXPENSE	\$3,233.72	\$0.00	\$0.00	\$3,233.72	\$0.00	\$3,233.72	100.00%
850.610.1000.6610.120.1362	GENERAL SUPPLIES	\$0.00	\$952.11	\$952.11	(\$952.11)	\$0.00	(\$952.11)	0.00%
850.610.1000.6810.120.1362	DUES AND FEES	\$0.00	\$385.00	\$385.00	(\$385.00)	\$0.00	(\$385.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$3,233.72	\$1,337.11	\$1,337.11	\$1,896.61	\$0.00	\$1,896.61	58.65%
850.100.1000.6000.120.1385	GENERIC EXPENSE	\$376.29	\$0.00	\$0.00	\$376.29	\$0.00	\$376.29	100.00%
	COURSE: SCIENCE - 1385	\$376.29	\$0.00	\$0.00	\$376.29	\$0.00	\$376.29	100.00%
	UNIT: BMMS - 120	\$7,243.00	\$2,863.30	\$2,863.30	\$4,379.70	\$0.00	\$4,379.70	60.47%
850.100.1000.6000.125.1319	GENERIC EXPENSE	\$12,798.26	\$0.00	\$0.00	\$12,798.26	\$0.00	\$12,798.26	100.00%
850.610.1000.6610.125.1319	GENERAL SUPPLIES	\$0.00	\$2,136.38	\$2,136.38	(\$2,136.38)	\$0.00	(\$2,136.38)	0.00%
850.610.1000.6810.125.1319	DUES AND FEES	\$0.00	\$240.30	\$240.30	(\$240.30)	\$0.00	(\$240.30)	0.00%
850.610.1000.6890.125.1319	MISC EXPENDITURES	\$0.00	\$4,171.00	\$4,171.00	(\$4,171.00)	\$0.00	(\$4,171.00)	0.00%
850.610.2790.6519.125.1319	TRANSP - PRIVATE	\$0.00	\$3,900.00	\$3,900.00	(\$3,900.00)	\$0.00	(\$3,900.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$12,798.26	\$10,447.68	\$10,447.68	\$2,350.58	\$0.00	\$2,350.58	18.37%
850.100.1000.6000.125.1362	GENERIC EXPENSE	\$1,041.44	\$0.00	\$0.00	\$1,041.44	\$0.00	\$1,041.44	100.00%
850.610.1000.6610.125.1362	GENERAL SUPPLIES	\$0.00	\$164.77	\$164.77	(\$164.77)	\$0.00	(\$164.77)	0.00%
850.610.1000.6810.125.1362	DUES AND FEES	\$0.00	\$462.18	\$462.18	(\$462.18)	\$0.00	(\$462.18)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$1,041.44	\$626.95	\$626.95	\$414.49	\$0.00	\$414.49	39.80%
	UNIT: GHMS - 125	\$13,839.70	\$11,074.63	\$11,074.63	\$2,765.07	\$0.00	\$2,765.07	19.98%
850.100.1000.6000.131.1319	GENERIC EXPENSE	\$4,860.23	\$0.00	\$0.00	\$4,860.23	\$0.00	\$4,860.23	100.00%
	COURSE: STUDENT COUNCIL - 1319	\$4,860.23	\$0.00	\$0.00	\$4,860.23	\$0.00	\$4,860.23	100.00%
	UNIT: HES - 131	\$4,860.23	\$0.00	\$0.00	\$4,860.23	\$0.00	\$4,860.23	100.00%
850.100.1000.6000.132.1319	GENERIC EXPENSE	\$2,906.52	\$0.00	\$0.00	\$2,906.52	\$0.00	\$2,906.52	100.00%
850.610.1000.6610.132.1319	GENERAL SUPPLIES	\$0.00	\$32.75	\$32.75	(\$32.75)	\$0.00	(\$32.75)	0.00%
850.610.1000.6890.132.1319	MISC EXPENDITURES	\$0.00	\$750.00	\$750.00	(\$750.00)	\$0.00	(\$750.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$2,906.52	\$782.75	\$782.75	\$2,123.77	\$0.00	\$2,123.77	73.07%
	UNIT: MVES - 132	\$2,906.52	\$782.75	\$782.75	\$2,123.77	\$0.00	\$2,123.77	73.07%
850.100.1000.6000.133.1319	GENERIC EXPENSE	\$1,565.08	\$0.00	\$0.00	\$1,565.08	\$0.00	\$1,565.08	100.00%
850.610.1000.6610.133.1319	GENERAL SUPPLIES	\$0.00	\$184.79	\$184.79	(\$184.79)	\$0.00	(\$184.79)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$1,565.08	\$184.79	\$184.79	\$1,380.29	\$0.00	\$1,380.29	88.19%
	UNIT: CSES - 133	\$1,565.08	\$184.79	\$184.79	\$1,380.29	\$0.00	\$1,380.29	88.19%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

From Date: 7/1/2018

To Date: 6/30/2019

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.134.1319	GENERIC EXPENSE	\$3,270.01	\$0.00	\$0.00	\$3,270.01	\$0.00	\$3,270.01	100.00%
850.100.1000.6610.134.1319	GENERAL SUPPLIES	\$0.00	\$259.17	\$259.17	(\$259.17)	\$0.00	(\$259.17)	0.00%
850.610.1000.6610.134.1319	GENERAL SUPPLIES	\$0.00	\$389.72	\$389.72	(\$389.72)	\$0.00	(\$389.72)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$3,270.01	\$648.89	\$648.89	\$2,621.12	\$0.00	\$2,621.12	80.16%
	UNIT: LTS - 134	\$3,270.01	\$648.89	\$648.89	\$2,621.12	\$0.00	\$2,621.12	80.16%
850.100.1000.6000.135.1319	GENERIC EXPENSE	\$599.92	\$0.00	\$0.00	\$599.92	\$0.00	\$599.92	100.00%
	COURSE: STUDENT COUNCIL - 1319	\$599.92	\$0.00	\$0.00	\$599.92	\$0.00	\$599.92	100.00%
	UNIT: GRANVILLE ELEMENTARY SCHOOL - 135	\$599.92	\$0.00	\$0.00	\$599.92	\$0.00	\$599.92	100.00%
850.100.1000.6000.230.1311	GENERIC EXPENSE	\$1,365.47	\$0.00	\$0.00	\$1,365.47	\$0.00	\$1,365.47	100.00%
850.610.1000.6610.230.1311	GENERAL SUPPLIES	\$0.00	\$986.33	\$986.33	(\$986.33)	\$0.00	(\$986.33)	0.00%
850.610.1000.6810.230.1311	DUES AND FEES	\$0.00	\$115.62	\$115.62	(\$115.62)	\$0.00	(\$115.62)	0.00%
	COURSE: HOSA/SPORTS MEDICINE - 1311	\$1,365.47	\$1,101.95	\$1,101.95	\$263.52	\$0.00	\$263.52	19.30%
850.000.0000.1702.230.1316	RETURNED DEPOSITED CHECK (1700	\$0.00	\$40.00	\$40.00	(\$40.00)	\$0.00	(\$40.00)	0.00%
850.100.1000.6000.230.1316	GENERIC EXPENSE	\$6,553.51	\$0.00	\$0.00	\$6,553.51	\$0.00	\$6,553.51	100.00%
850.100.1000.6810.230.1316	DUES AND FEES	\$0.00	\$12.00	\$12.00	(\$12.00)	\$0.00	(\$12.00)	0.00%
850.610.1000.6610.230.1316	GENERAL SUPPLIES	\$0.00	\$674.45	\$674.45	(\$674.45)	\$0.00	(\$674.45)	0.00%
850.610.1000.6810.230.1316	DUES AND FEES	\$0.00	\$880.00	\$880.00	(\$880.00)	\$0.00	(\$880.00)	0.00%
850.610.1000.6890.230.1316	MISC EXPENDITURES	\$0.00	\$1,596.00	\$1,596.00	(\$1,596.00)	\$1,280.00	(\$2,876.00)	0.00%
	COURSE: HOSANURSING - 1316	\$6,553.51	\$3,202.45	\$3,202.45	\$3,351.06	\$1,280.00	\$2,071.06	31.60%
850.000.0000.1701.230.1319	REFUND	\$0.00	\$130.00	\$130.00	(\$130.00)	\$0.00	(\$130.00)	0.00%
850.100.1000.6000.230.1319	GENERIC EXPENSE	\$24,288.64	\$0.00	\$0.00	\$24,288.64	\$0.00	\$24,288.64	100.00%
850.100.2660.6164.230.1319	CLASSIFIED - OVER CONTRACT HRS	\$0.00	\$28.75	\$28.75	(\$28.75)	\$0.00	(\$28.75)	0.00%
850.100.2660.6221.230.1319	SOC SEC - OASDI	\$0.00	\$1.78	\$1.78	(\$1.78)	\$0.00	(\$1.78)	0.00%
850.100.2660.6222.230.1319	MEDICARE-HOSP INS	\$0.00	\$0.42	\$0.42	(\$0.42)	\$0.00	(\$0.42)	0.00%
850.100.2660.6231.230.1319	STATE RETIREMENT	\$0.00	\$3.35	\$3.35	(\$3.35)	\$0.00	(\$3.35)	0.00%
850.100.2660.6232.230.1319	LNG-TRM DISABILITY	\$0.00	\$0.04	\$0.04	(\$0.04)	\$0.00	(\$0.04)	0.00%
850.100.2660.6260.230.1319	WORKERS' COMP	\$0.00	\$1.09	\$1.09	(\$1.09)	\$0.00	(\$1.09)	0.00%
850.400.2710.6510.230.1319	STUDENT TRANS SVS	\$0.00	\$412.02	\$412.02	(\$412.02)	\$0.00	(\$412.02)	0.00%
850.610.1000.6610.230.1319	GENERAL SUPPLIES	\$0.00	\$3,755.45	\$3,755.45	(\$3,755.45)	\$0.00	(\$3,755.45)	0.00%
850.610.1000.6810.230.1319	DUES AND FEES	\$0.00	\$190.00	\$190.00	(\$190.00)	\$0.00	(\$190.00)	0.00%
850.610.1000.6890.230.1319	MISC EXPENDITURES	\$0.00	\$5,387.34	\$5,387.34	(\$5,387.34)	\$0.00	(\$5,387.34)	0.00%
850.610.2190.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$733.00	\$733.00	(\$733.00)	\$0.00	(\$733.00)	0.00%
850.610.2660.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$336.00	\$336.00	(\$336.00)	\$0.00	(\$336.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$24,288.64	\$10,979.24	\$10,979.24	\$13,309.40	\$0.00	\$13,309.40	54.80%
850.100.1000.6000.230.1320	GENERIC EXPENSE	\$37.29	\$0.00	\$0.00	\$37.29	\$0.00	\$37.29	100.00%
	COURSE: UPWARD BOUND WARRIORS - 1320	\$37.29	\$0.00	\$0.00	\$37.29	\$0.00	\$37.29	100.00%
850.100.1000.6000.230.1361	GENERIC EXPENSE	\$9,399.41	\$0.00	\$0.00	\$9,399.41	\$0.00	\$9,399.41	100.00%
850.400.2710.6510.230.1361	STUDENT TRANS SVS	\$0.00	\$197.07	\$197.07	(\$197.07)	\$0.00	(\$197.07)	0.00%
850.610.1000.6610.230.1361	GENERAL SUPPLIES	\$0.00	\$4,265.80	\$4,265.80	(\$4,265.80)	\$0.00	(\$4,265.80)	0.00%
850.610.1000.6810.230.1361	DUES AND FEES	\$0.00	\$1,824.11	\$1,824.11	(\$1,824.11)	\$0.00	(\$1,824.11)	0.00%
	COURSE: MU ALPHA THETA - 1361	\$9,399.41	\$6,286.98	\$6,286.98	\$3,112.43	\$0.00	\$3,112.43	33.11%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

☐ Subtotal by Collapse Mask
☐ Exclude Inactive Accounts with zero balance

☐ Include pre encumbrance
☐ Print accounts with zero balance

From Date: 7/1/2018

To Date: 6/30/2019

☐ Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.230.1362	GENERIC EXPENSE	\$2,451.80	\$0.00	\$0.00	\$2,451.80	\$0.00	\$2,451.80	100.00%
850.610.1000.6610.230.1362	GENERAL SUPPLIES	\$0.00	\$319.48	\$319.48	(\$319.48)	\$0.00	(\$319.48)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$2,451.80	\$319.48	\$319.48	\$2,132.32	\$0.00	\$2,132.32	86.97%
850.100.1000.6000.230.1363	GENERIC EXPENSE	\$351.86	\$0.00	\$0.00	\$351.86	\$0.00	\$351.86	100.00%
	COURSE: ART - 1363	\$351.86	\$0.00	\$0.00	\$351.86	\$0.00	\$351.86	100.00%
850.100.1000.6000.230.1364	GENERIC EXPENSE	\$2,865.38	\$0.00	\$0.00	\$2,865.38	\$0.00	\$2,865.38	100.00%
850.610.1000.6610.230.1364	GENERAL SUPPLIES	\$0.00	\$1,374.95	\$1,374.95	(\$1,374.95)	\$0.00	(\$1,374.95)	0.00%
	COURSE: AVID - 1364	\$2,865.38	\$1,374.95	\$1,374.95	\$1,490.43	\$0.00	\$1,490.43	52.02%
850.000.0000.1701.230.1368	REFUND	\$0.00	\$45.00	\$45.00	(\$45.00)	\$0.00	(\$45.00)	0.00%
850.100.1000.6000.230.1368	GENERIC EXPENSE	\$3,568.79	\$0.00	\$0.00	\$3,568.79	\$0.00	\$3,568.79	100.00%
850.610.1000.6610.230.1368	GENERAL SUPPLIES	\$0.00	\$713.79	\$713.79	(\$713.79)	\$0.00	(\$713.79)	0.00%
850.610.1000.6890.230.1368	MISC EXPENDITURES	\$0.00	\$2,250.00	\$2,250.00	(\$2,250.00)	\$0.00	(\$2,250.00)	0.00%
	COURSE: DECA - 1368	\$3,568.79	\$3,008.79	\$3,008.79	\$560.00	\$0.00	\$560.00	15.69%
850.100.1000.6000.230.1375	GENERIC EXPENSE	\$6,063.07	\$0.00	\$0.00	\$6,063.07	\$0.00	\$6,063.07	100.00%
850.400.2710.6510.230.1375	STUDENT TRANS SVS	\$0.00	\$817.62	\$817.62	(\$817.62)	\$0.00	(\$817.62)	0.00%
850.610.1000.6610.230.1375	GENERAL SUPPLIES	\$0.00	\$423.80	\$423.80	(\$423.80)	\$0.00	(\$423.80)	0.00%
850.610.1000.6890.230.1375	MISC EXPENDITURES	\$0.00	\$327.50	\$327.50	(\$327.50)	\$0.00	(\$327.50)	0.00%
850.610.2190.6340.230.1375	TECHNICAL SERVICES	\$0.00	\$99.12	\$99.12	(\$99.12)	\$0.00	(\$99.12)	0.00%
	COURSE: INTERACT - 1375	\$6,063.07	\$1,668.04	\$1,668.04	\$4,395.03	\$0.00	\$4,395.03	72.49%
850.100.1000.6000.230.1378	GENERIC EXPENSE	\$33.48	\$0.00	\$0.00	\$33.48	\$0.00	\$33.48	100.00%
	COURSE: FRENCH CLUB - 1378	\$33.48	\$0.00	\$0.00	\$33.48	\$0.00	\$33.48	100.00%
850.100.1000.6000.230.1383	GENERIC EXPENSE	\$743.01	\$0.00	\$0.00	\$743.01	\$0.00	\$743.01	100.00%
850.610.1000.6610.230.1383	GENERAL SUPPLIES	\$0.00	\$492.91	\$492.91	(\$492.91)	\$0.00	(\$492.91)	0.00%
850.610.1000.6810.230.1383	DUES AND FEES	\$0.00	\$70.00	\$70.00	(\$70.00)	\$0.00	(\$70.00)	0.00%
	COURSE: NATIONAL ART HONOR SOCIETY - 1383	\$743.01	\$562.91	\$562.91	\$180.10	\$0.00	\$180.10	24.24%
850.100.1000.6000.230.1398	GENERIC EXPENSE	\$313.44	\$0.00	\$0.00	\$313.44	\$0.00	\$313.44	100.00%
850.610.1000.6810.230.1398	DUES AND FEES	\$0.00	\$132.47	\$132.47	(\$132.47)	\$0.00	(\$132.47)	0.00%
	COURSE: SKILLS USA COMMUNICATION MEDIA - 1398	\$313.44	\$132.47	\$132.47	\$180.97	\$0.00	\$180.97	57.74%
850.100.1000.6000.230.1403	GENERIC EXPENSE	\$4,766.47	\$0.00	\$0.00	\$4,766.47	\$0.00	\$4,766.47	100.00%
850.610.1000.6610.230.1403	GENERAL SUPPLIES	\$0.00	\$2,523.56	\$2,523.56	(\$2,523.56)	\$0.00	(\$2,523.56)	0.00%
	COURSE: P.A.L.S. - 1403	\$4,766.47	\$2,523.56	\$2,523.56	\$2,242.91	\$0.00	\$2,242.91	47.06%
850.100.1000.6000.230.1405	GENERIC EXPENSE	\$20.11	\$0.00	\$0.00	\$20.11	\$0.00	\$20.11	100.00%
	COURSE: BASEBALL - 1405	\$20.11	\$0.00	\$0.00	\$20.11	\$0.00	\$20.11	100.00%
850.100.1000.6000.230.1432	GENERIC EXPENSE	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
	COURSE: GIRLS BASKETBALL - 1432	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
850.100.1000.6000.230.1469	GENERIC EXPENSE	\$60.69	\$0.00	\$0.00	\$60.69	\$0.00	\$60.69	100.00%
	COURSE: G.O.A.L.S. CLUB - 1469	\$60.69	\$0.00	\$0.00	\$60.69	\$0.00	\$60.69	100.00%
	UNIT: BMHS - 230	\$63,098.09	\$31,160.82	\$31,160.82	\$31,937.27	\$1,280.00	\$30,657.27	48.59%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

From Date: 7/1/2018 To Date: 6/30/2019

Account Number

Description

☐ Exclude Inactive Accounts with zero balance

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

Grand Total:

\$104,909.67

\$48,694.15

\$48,694.15

\$56,215.52

\$1,280.00

\$54,935.52

52.36%

End of Report

CONSENT

Item 8E.

Line Item Expenditures

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8E
FROM:	Cynthia Windham, Finance Director	Reading	
DATE:	July 9, 2019	Discuss	
SUBJECT:	Authorization of line item level M&O expenditures in excess of budget, but within the total M&O budget	Action	
		Consent	X
<hr/>			
OBJECTIVE:	Housekeeping		

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

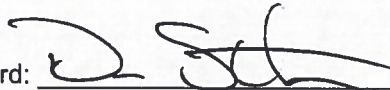
As part of routine new fiscal year start-up issues, the enclosed resolution must be signed by the Humboldt Unified School District Governing Board. This resolution allows the District to exceed budget line items within the maintenance and operations budget, with the understanding that the District does not exceed the total Maintenance and Operations budget in total.

It is recommended that the Governing Board approve the resolution.

Sample Motion:

I move to approve the resolution to authorize excess expenditures within sub-sections of the Maintenance and Operations budget for fiscal year 2019-20, with the understanding that the Maintenance and Operations budget must not exceed the total amount adopted.

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

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

2019-20

Humboldt Unified #22
School District Name and Number

In accordance with A.R.S. 15-905-G, the Governing Board of said school district, authorizes excess expenditures within sub-sections (Programs) 100, 200, 300, 400, 500, 600, 700, 800, and 900 of the Maintenance and Operation budget for fiscal year 2019-20. It is understood that even with these adjustments, the total Maintenance and Operation will not exceed the adopted budget limit.

Approval was granted at a meeting held on this date: July 9, 2019

Governing Board

1919-20

Board of Directors

In accordance with A.L.S. 12-505 of the Governor's Board of Education, the Board of Directors of the Board of Education of the State of New York, for the year 1919-20, is composed of the following members:

Governing Board

CONSENT Item 8F.

Warrants

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item #

8F

FROM: Cynthia Windham, Finance Director

Reading

DATE: July 9, 2019

Discuss

SUBJECT: Execution of Warrants Between Governing Board Meetings

Action

Consent X

OBJECTIVE: Housekeeping

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

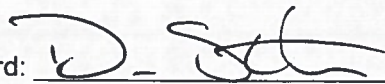
SUMMARY & RECOMMENDATION:

As part of routine new fiscal year start-up issues, the resolution authorizing the execution of warrants between governing board meetings must be signed. This resolution allows the Board to sign payroll and accounts payable vouchers between Board meetings with the understanding that the vouchers are to be ratified at the next meeting of the Governing Board.

Motion:

I move to approve the resolution to authorize the Board to sign payroll and accounts payable vouchers between Board meetings for fiscal year 2019-20

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

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

**PAYMENT PROCEDURES
2019-20**

**RESOLUTION AUTHORIZING THE EXECUTION OF
WARRANTS BETWEEN BOARD MEETINGS**

WHEREAS, A.R.S. 15-321 set forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statute provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, THAT SAID STATUTORY PROCEDURE BE, AND HEREIN IS, ORDERED FOR USE IN THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF A.R.S. 15-321 (F).

This resolution was moved, seconded, and passed at a meeting of the Humboldt Univ Governing Board on July 9, 2019.

ATTEST:

President

CONSENT

Item 8G.

Bank Account Signers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 86
FROM: Cynthia Windham, Finance Director Reading
DATE: July 9, 2019 Discuss
SUBJECT: Bank Accounts – Authorized Signers Action
Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

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

JPMorgan Chase Bank, NA
#0003854546 HUSD Payroll

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

Daniel Streeter– Superintendent
Cynthia Windham – Finance Director
Mary Kaye Schrenk – Internal Auditor
Rebecca Cooley – Secretary to the Superintendent

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

#0450009176 Bradshaw Mtn. High School Athletic Account
Kort Miner – Principal
Clarinda Weatherwax – Athletic Director
Jessica Robertson – Athletic Secretary
Richard Bradshaw – Assistant Principal

#0450002724 Glassford Hill Middle School Athletic Account
Melissa Tannehill – Principal
Beth Denman – Asst. Principal

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

#0450012316 Liberty Traditional School Athletic Account
Dannette Derickson – Principal
Teresa Herman – Secretary

#0061000717 Food Service Account
Jody Buckle – Food Service Director
Pamela Liuzzo – Nutritionist

#0003854546 HUSD Payroll
Leticia Barker – Business Manager

All District bank accounts require two signatures.

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

SUMMARY & RECOMMENDATION:

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

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to:

**Cynthia Windham, Finance Director or
Daniel Streeter, Superintendent
(759-4000)**

CONSENT

Item 8H.

Student Activity Account Treasurers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 84
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	July 09, 2019	Discuss
SUBJECT:	Student Activities Treasurer(s)	Action
		Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

The Uniform System for Financial Records (USFR) requires that Student Activity Accounts have Board appointed treasurers. To insure compliance, the Board is asked to approve the following individuals as Student Activities Treasurers.

Ms. Mary Kaye Schrenk Internal Auditor	Co-Treasurer
Ms. Kathleen Montierth Auxiliary Operations	Co-Treasurer

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board authorize the appointment of Ms. Schrenk and Ms. Montierth to serve as Co-Student Activities Treasurers.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

CONSENT

Item 8I.

Agreement Renewal (AVID)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 81
FROM: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation Reading
DATE: July 9, 2019 Discuss
SUBJECT: Agreement renewal between HUSD and Advancement Via Individual Determination (AVID) Action
Consent X

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

SUPPORTING DATA:

AVID is a national college-readiness program with a proven record of accomplishment of increasing the levels of academic rigor. This student instructional system focuses on leadership, systems, instruction, and culture, and is designed to increase the number of students who succeed in higher education and life.

Humboldt Unified School District has contracted with AVID since 2007-2008.

The initial agreement was reviewed and approved by legal counsel.

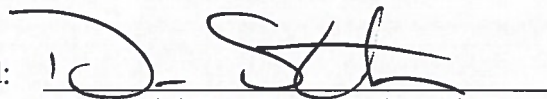
SUMMARY & RECOMMENDATION:

It is the recommendation of administration that the agreement be renewed for 2019-20.

Sample Motion:

I move to approve the AVID contract for Bradshaw Mountain High School for the 2019-20 school year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation at 759-4010.

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Humboldt Unified School District ("Client").

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-selective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in this Agreement that relate specifically to a corresponding service product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due as listed in this Agreement.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote ("Term"). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action

(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Secondary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.

(b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;

- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
 - Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
 - Access to the resources available through the password-protected MyAVID portal website;
 - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
 - Review the quality of implementation through the certification processes;
 - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
 - Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
 - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.
- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
- (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
- (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
- (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID

Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.

- (n) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the Item(s) ordered.

9.2 AVID Elementary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;

- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) **AVID Reports:** AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) **AVID Elementary Methodology:** AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) **AVID Elementary Staff Training:** Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute.

(i) **AVID Summer Institute:** All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

(j) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) **Curriculum Library:** To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

AVID Center Amendment



Quote #: Q-09164
 6411 N Robert Rd
 Prescott Vly, AZ 86314
 Quote Prepared For:
 Humboldt Unified School District

AVID Representative: Joni Guerrero
 Phone: 2202
 Email: jguerrero@avid.org

Bradshaw Mountain High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$560.00
Bradshaw Mountain High School SUBTOTAL:			\$4,559.00

TOTAL:		\$4,559.00
		<i>plus all applicable taxes</i>

Additional Comments:

Created an amendment to remove Glassford High Middle School

Amendment to the AVID College Readiness System Services and Products Agreement

This Amendment to the AVID College Readiness System Services and Products Agreement with Q-09164 incorporated ("AVID Amendment") is hereby fully incorporated into the Agreement by and between AVID Center and Humboldt Unified School District. The parties agree that this Amendment shall be in effect on 06/06/2019 irrespective of the dates listed below, and its term shall run concurrent with the term of the Agreement. Indicated by their signatures below, Client and AVID Center hereby agree to changes to the AVID College Readiness System Services and Products Agreement as described herein.

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Humboldt Unified School District

Signature: _____
Print
Name: _____

Title: _____

Date: _____

Signature: _____
Print
Name: _____

Title: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Agreement to the AVID College Readiness Program

The Agreement to the AVID College Readiness Program is a commitment by the student and the AVID teacher to work together to ensure the student's success in college. The student agrees to follow the AVID College Readiness Program and to participate in all AVID activities. The AVID teacher agrees to provide the student with the necessary support and resources to ensure the student's success in college. This agreement is a binding contract between the student and the AVID teacher and is enforceable by the AVID teacher.

Student Name: _____

Teacher Name: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CONSENT

Item 8J.

Qualified Evaluators

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 85
FROM:	Cole Young, Assistant Superintendent	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Approval of 2019-20 Qualified Evaluators	Action
		Consent X

OBJECTIVE Annual Requirement

SUPPORTING DATA

Per Arizona State Law 15-537.D., *The Governing Board shall designate persons who are qualified to evaluate teachers to serve as evaluators for the District's performance evaluation systems. The Governing Board shall assure that persons evaluating teachers are qualified to evaluate teachers.* The attached document is a list of *Qualified Evaluators* currently employed by the District. These individuals have or will have successfully completed Level I and Level II Qualified Evaluator training, prior to evaluating staff, sponsored by Arizona School Administrators or the District's thirty-two (32) seat hour Instructional Leadership training which includes:

- Foundations of Instruction for Instructional Leaders
- Instructional Supervision and Cognitive Coaching

District leaders also receive follow-up coaching sessions and an additional sixteen (16) seat hours of follow-up training and coaching sessions during their second year. These credentials fully meet the requirements of the law.

SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the list of qualified evaluators as presented.

Sample Motion

I move to approve the attached list of Qualified Evaluators for 2019-2020 to evaluate District staff for the 2019-2020 school year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cole Young, Assistant Superintendent, 759-5016

2019-2020 Qualified Evaluator List

Kort Miner, Bradshaw Mountain High School
Rick Bradshaw, Bradshaw Mountain High School
Laura Goligoski, Bradshaw Mountain High School

Melissa Tannehill, Glassford Hill Middle School
Beth Denman, Glassford Hill Middle School
Danette Derickson, Liberty Traditional School
Jessica Bennett, Bradshaw Mountain Middle School

Candice Blakely-Stump, Coyote Springs Elementary School
Aimee Fleming, Lake Valley Elementary School
Stephanie Rowe, Bright Futures Preschool
Stacy Brush, Humboldt Elementary School
Christine Griffin, Granville Elementary School
Kimberly Grant, Mountain View Elementary School

Dan Streeter, District Office
Cole Young, District Office
Patricia Bitsilly, District Office
Robert Bueche, District Office
Dr. Jennifer Medina, District Office

*Clairinda Weatherwax, Bradshaw Mountain High School
*Charles Johnston, Liberty Traditional School

**Have not completed the required Evaluator Training, but are currently registered for the District's Evaluator Training in the early Fall. This training will be completed before the evaluation of certified staff begins.*

CONSENT Item 8K.

Supplemental Wage Schedule 2019-20

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8K
FROM:	Cole Young, Assistant Superintendent-Operations	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Approval of Supplemental Wage Schedule for 2019-20	Action
		Consent X

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

SUPPORTING DATA

The attached *HUSD 2019-20 Supplemental Wage Schedule* provides a listing of a variety of extra duty wages which are not included on any Board approved salary or stipend schedule.

Changes to the schedule for 2019-20 include the:

- Increase to \$12.00 per hour of all categories at \$11.00 to comply with the new Arizona minimum wage

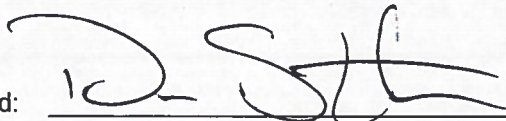
SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the *HUSD 2019-20 Supplemental Wage Schedule* as presented.

Sample Motion

I move to approve the attached *HUSD 2019-20 Supplemental Wage Schedule* as presented.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cole Young, 759-5016

2019-2020 HUSD SUPPLEMENTAL WAGE SCHEDULE (Pending Board Approved 6/25/2019)					
Position	Rate	Per	Notes		
After School Detention	\$15.00	Hour	Certified		
After School Detention	Hrly Rate	Hour	Classified		
Catering - Civic	1.5 @ Hrly Rate	Hour	Classified		
Class Coverage - Elementary	\$11.00	Period	Certified		Based on \$15.00 per hour
Class Coverage - High School	\$13.75	Period	Certified		Based on \$15.00 per hour
Class Coverage - LTS (K-8)	\$17.50	Period	Certified		Based on \$15.00 per hour
Class Coverage - Middle	\$12.50	Period	Certified		Based on \$15.00 per hour
Class Coverage - Other	\$15.00	Hour	Certified		Based on \$15.00 per hour
IEP Compliance/Caseload Support	\$25.00	Hour	Certified		
CTE Grant Supplemental Activities	\$25.00		Class/Cert		Teacher/Nurse Paid w/CTE funds
Custodian - Civic	\$25.00	Hour	Position		Based on \$15.00 per hour
Parental Involvement	\$25.00	Hour	Certified		Incl. Nurse Paid w/Title 1 Funds
Parental Involvement	\$15.00	Hour	Classified		Paid w/Title 1 Funds
Saturday School	\$15.00	Hour	Certified		
Saturday School	Hrly Rate	Hour	Classified		
Special Projects	Hourly Rate	Hour	Classified		
Student Worker - Food	\$12.00	Hour			Paid w/ F&N Funds
Student Worker - SPED Transition	\$12.00	Hour			Paid w/ SPED Funds
Summer School - ESY (Instructor/Coordinator/Prep)	\$25.00	Hour	Certified		
Summer School - ESY (OT/PT/speech)	Hrly Rate	Hour	Classified		
Summer School - ESY Aide	\$15.00	Hour	Classified		
Summer School - Title I Aide/Title I Admin Asst	\$12.50	Hour	Classified		
Summer School - Instructors	\$25.00	Hour	Certified		
Training - AZELLA Certification	\$25.00	Hour	Certified		
Training - CPI	Hourly Rate	Hour	Classified		
Translation / Interpreting - Certified	\$25.00	Hour	Certified		if performed off-contract hours
Translation / Interpreting - Classified	\$25.00	Hour	Classified		if performed off-contract hours
Tutoring	\$25.00	Hour	Certified		Includes Homebound Service
Tutoring	\$15.00	Hour	Classified		
Tutoring - AVID	\$12.00	Hour	Class/Cert		

Varsity Football*							
	Ticket Seller / Taker		\$35.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Announcer		\$35.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Scoreboard		\$35.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Chain Crew		\$35.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Security		\$35.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Team Liaison		\$50.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
JV/Freshman Football*							
	Ticket Seller / Taker		\$30.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Announcer		\$30.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Scoreboard		\$30.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Chain Crew		\$30.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Security		\$30.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
Volleyball (Varsity, JV, and Freshman Games)*							
	Ticket Seller / Taker		\$40.00	Event	Certified		
	Announcer / Scoreboard		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School) Paid w/General Athletics Auxiliary Funds
	Libero Tracker		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
	Security		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
Basketball (Varsity, JV, and Freshman Games)*							
	Ticket Seller / Taker		\$40.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
	Announcer		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
	Scoreboard		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School) Paid w/General Athletics Auxiliary Funds
	Security		\$50.00	Event	Certified		Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
	Team Liaison		\$50.00	Event	Certified		Paid w/ General Athletics Auxiliary Funds
Soccer (JV, Varsity games)							
	Ticket Seller / Taker		\$40.00	Event	Certified		Or \$20/game. Paid w/General Athletics Auxiliary Funds
	Scoreboard		\$40.00	Event	Certified		Or \$20/game. Paid w/General Athletics Auxiliary Funds

	Security		\$40.00	Event	Certified	Or \$20/game. Paid w/General Athletics Auxiliary Funds
Wrestling (Varsity, JV, and Freshman Matches)						
	Ticket Seller / Taker		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Scoreboard		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Security		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Track						
	Announcer		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Timer		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Event Judge		\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Baseball/Softball*						
	Announcer		\$25.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Ticket Seller / Taker		\$25.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Security		\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Cross Country/Golf						
	Security		\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds

CONSENT Item 8L.

Agreement Renewal (MMERCI)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8L
FROM:	Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Agreement renewal between HUSD and Mingus Mountain Estate Residential Center, Inc. (MMERCI)	Action
		Consent X

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

SUPPORTING DATA:

The purpose of this agreement is to establish the roles and responsibilities of HUSD, the fiscal agent and Local Education Agency (LEA), and Mingus Mountain Estate Residential Center, Inc. (MMERCI) in the distribution of Title I, Part D, Subpart 2 funds. These funds will be used to prepare Mingus Mountain Academy students academically, emotionally, and behaviorally as part of the academic and vocational curriculum and instruction. The allocation amount will be based on the annual count of students given to HUSD who reside at Mingus Mountain Academy.

The agreement provides a description of the MMERCI academic program, the specific roles and responsibilities of HUSD as the fiscal agent of the funds, and an explanation of compliance with the rules and regulations governing Title I, Part D funding.

Attached for your approval is the 2019-2020 agreement. New language is underlined and deleted language is ~~struck through~~.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2019-20 school year.

Sample Motion:

I move to approve renewal of the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2019-20 school year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation at 759-4010.

AGREEMENT FOR EDUCATION SERVICES AND FUNDING

This AGREEMENT (the "Agreement") is made, entered into and effective from and after July 1, 2019~~8~~, by and between HUMBOLDT UNIFIED SCHOOL DISTRICT ("HUSD") and the MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC. ("MMERCI"), an Arizona Non-profit Corporation, doing business as "MINGUS MOUNTAIN ACADEMY" pursuant to Title I, Part D, Subpart 2 (Section 1425).

WHEREAS, HUSD is a public school district, as defined by and operating pursuant to the Arizona Revised Statutes, located in Prescott Valley, Arizona.

WHEREAS, MMERCI is licensed by the State of Arizona to operate a juvenile community residential program and a private school in Yavapai County, Arizona, known as Mingus Mountain Academy.

WHEREAS, the parties desire MMERCI to provide educational programming to its residents, including, but not limited to an appropriate academic, vocational and physical education curriculum and instruction, materials and supplies and other resources.

NOW, THEREFORE, in consideration of the premises, representations, mutual promises and agreements set forth below, the parties hereby agree as follows:

1. Purpose and Goals. The purpose of this Agreement is to establish the roles and responsibilities of HUSD, the fiscal agent and local education agency ("LEA") on the one hand, and Mingus Mountain Academy, the delinquent facility in the distribution of Title I, Part D, Subpart 2 funds, on the other hand. The parties intend that such delinquent facilities funds will be used to prepare Mingus Mountain Academy students for a better future by preparing them academically, emotionally, and behaviorally. The allocation amount will be based on the annual count of students given to HUSD who reside at Mingus Mountain Academy.
2. Term. The term of this Agreement shall be from July 1, 2019~~8~~ until June 30, 2020~~19~~. This term shall terminate automatically should either party cease to exist in its current form, or alternate form, eligible under the laws of Arizona to enter into a memorandum for Title I, Part D, Subpart 2 services through this state, and its agencies and subdivisions. At the option of both parties, this agreement may be renegotiated on an annual basis.
3. Administration. The administrators of this Agreement shall be the Director of Federal Programs/School Improvement of HUSD and the Education Director of the Mingus Mountain Academy or their designees. The administrators shall meet quarterly to discuss matters associated with the Mingus Mountain Academy Title I program and this Agreement.
4. Educational Responsibilities of HUSD and MMERCI. For those attending the Mingus Mountain Academy, HUSD recognizes that MMERCI has the responsibility to assure that these students are receiving an educational program consistent with the laws, rules, and regulations of the State of Arizona and the Department of Education.
5. Graduation. Students who are attending Mingus Mountain Academy must meet graduation requirements approved by the Arizona State Board of Education, and will receive a diploma issued by Mingus Mountain Academy, unless an alternate agreement has been reached with the student's home district, or the agency that placed the student at MMERCI.
6. Program Description. MMERCI will administer this Agreement and conduct its educational programs consistent with the following program description and as supplemented by the program description, as may be amended by MMERCI from time to time:
 - a. Communication with a Student's Home School District. MMERCI will coordinate with the child's home school district, by sending a voucher stating the student has been placed at

Mingus Mountain Academy. MMERCI shall also send the voucher packet to the Arizona Department of Education. Both MMERCI and the sending school district will review available existing data to determine each student's needs. If special education has been confirmed and an Individual Education Plan (IEP) exists, MMERCI will review the IEP during a phone conference with the student's home district and make modifications, if needed.

- b. Transition Assistance. MMERCI will provide transition assistance in an effort to help students continue their education post-discharge, which assistance may include preparing students academically, setting up support systems for students within their community, working with students to prepare them for their next phase of life, and ensuring all documentation needed is complete prior to discharge (i.e. financial aid, college applications). MMERCI will provide additional help to students with specific needs, which assistance may include additional instruction from Title I staff, or special education services. Students who have dropped out of school, or who are significantly behind in high school credits will receive preparatory instruction and guidance toward earning their GED certificates.
 - c. Academic Programming. The academic program provided at the Mingus Mountain Academy is accredited by the North Central Association Commission on Accreditation and School Improvement, "AdvancED". The academic program is year-round and offers the required courses needed for graduation according to the Arizona standards. The curriculum taught in each class is aligned with the Arizona State Academic Standards.
 - d. Parental Contact. Every 30 days, each student at Mingus Mountain Academy participated in a staffing in which their Case Manager, therapist, Team Leader and other staff are in attendance. The student, along with these individuals and their parent or guardian, and placement officer discuss the program expectations and evaluates his or her individual program progress in achieving those goals during a phone conference. The student's Case Manager will relay all pertinent information to the parents and outside agencies as necessary.
 - e. Therapy Services. Each student at the Mingus Mountain Academy is assigned a primary therapist and will receive a minimum of one hour of individual therapy each week. In addition, each client will attend a daily psycho-educational group session.
7. Roles and Responsibilities of the Parties. Each of the parties acknowledges and agrees to perform the following respective roles and responsibilities and further agrees to provide appropriate documentation, upon request, that the following roles and responsibilities are being performed:
- a. MMERCI Roles and Responsibilities. Mingus Mountain Academy will:
 - i. Provide a quality chemical dependency program for those students in need;
 - ii. Hire and train staff needed for fulfillment of Title I programs;
 - iii. Implement a reading and math program that targets students who are two or more grade levels below their appropriate level;
 - iv. Provide GED preparation for those who are significantly behind in high school credits so they may become employable or transition to higher learning;
 - v. Transition students back home with needed support such as schooling, family counseling, chemical dependency;
 - vi. Provide vocational and/or job skills training to provide students the opportunity for employment after discharge;
 - vii. Maintain inventory of purchases made using Title I, Part D funds;
 - viii. Provide student enrollment data, end-of-year assessment of Title I program statistics, and all documentation associated with receipt of Title I, Part D, Subpart 2 funds; and
 - ix. Maintain records of expenses, salary, benefits, supplies, property and indirect costs associated with Title I, Part D programs, and provide monthly invoices to the HUSD District Office for reimbursement.

- x. Meet in person with HUSD district office personnel at least three times per year to go over programmatic and finance-related issues to ensure all entities are in compliance.
 - ~~x.~~ xi. Provide information to HUSD to input into the Title I, Part D grant application in a timely manner. Since the application resides as part of the ESSA Consolidated Application, MMERCI recognizes and affirms that HUSD may submit a revision on their behalf if a period of 15 business days passes without an official revision provided by MMERCI
- b. HUSD Roles and Responsibilities. Humboldt Unified School District will:
 - i. Act as the LEA/Fiscal Agent for Mingus Mountain Academy with regard to the Title I, Part D, Subpart 2 funds;
 - ii. Request copies of all invoices, payroll documentation pertaining to expenses of Title I, Part D, Subpart 2 funds and reimburse Mingus Mountain Academy on a monthly basis for the total allotted amount of the annual Title I, Part D, Subpart 2 funds minus the agreed upon indirect cost and administrative fee.
- 8. Evaluation. At the end of each school year, MMERCI will complete a year-end evaluation process in an effort to measure the program. The year-end evaluation shall disaggregate data on participation by gender, race, ethnicity, and age, in order to determine the program's impact on the ability of participants to:
 - a. Maintain and improve educational achievement;
 - b. Accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - c. Make the transition to a regular program or other education program operated by a local education agency;
 - d. Complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected or delinquent children and youth; and
 - e. Participate in post-secondary education and job training programs as appropriate.
- 9. Property. MMERCI and HUSD may acquire and own any real or personal property necessary to accomplish the objectives of this Agreement. Such real or personal property shall remain titled in the owner or purchaser thereof, even though leased or loaned to the other party for the purpose of accomplishing the objectives of this Agreement. Upon termination of this Agreement, any property jointly owned by the parties hereto will be sold, and the proceeds distributed equally to the parties, or will be distributed as the parties may otherwise agree as permitted by law.
- 10. Funding. For the purpose of funding educational programming for resident juveniles at the Mingus Mountain Academy, the parties hereby agree as follows:
 - a. Title I, Part D, Subpart 2 funds. To insure compliance with the rules and regulations governing funding of Title I, Part D, Subpart 2 funds, all reimbursements for Title I, Part D, Subpart 2 fund expenditures will be made through the HUSD accounting system. MMERCI will submit within 5 business days following the conclusion of the month for which billing is requested a signed invoice with supporting documentation of the Title I, Part D, Subpart 2 approved salary, benefits, supply and capital expenses to HUSD. Within 30 days of receiving the monthly reimbursement request, HUSD will reimburse MMERCI for the indicated amount after approval through the HUSD school board.
- 11. Administrative Fee. For the 2019~~8~~-2019 school year, MMERCI will pay to HUSD an administrative fee of three percent (3%) of the total allocation allotted to MMERCI. In calculating this fee, all

students at the Mingus Mountain Academy shall be counted, including Arizona residents, students from out of state, and special education students. For the subsequent years of this Agreement, the administrative fee will be negotiated considering an increase by the state percentage of allowable growth.

12. Accounting. To the extent required by law or requested by HUSD or MMERCI or its designees, both parties shall provide an accounting of funds received or disbursed, and the purposes for which such funds were received or disbursed.
13. Indemnification. MMERCI will protect, indemnify and save harmless HUSD, its board members, officers and employees from any liability imposed against them by reason of the negligent acts or omissions of MMERCI or its employees. HUSD will protect, indemnify, and save harmless MMERCI, its board members, officers and employees from any liability imposed against them by reason of negligent acts or omissions of HUSD or its employees.
14. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties concerning the subject matter hereof and supersedes all agreements and understandings, whether oral or written with respect to the subject matter hereof. No prior or contemporaneous representations, inducements, promises or agreements not contained herein are of any force or effect.
15. Severability. If any provisions of this Agreement are deemed invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and shall not be deemed to affect or invalidate any other provision of this Agreement.
16. Counterparts. This Agreement may be executed in no more than two counterparts, each of which shall have the force of the original.
17. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Humboldt Unified School District and the Mingus Mountain Estate Residential Center, Inc. have caused this Agreement to be accepted and duly executed as of the date set forth within.

WITNESS:

HUMBOLDT UNIFIED SCHOOL DISTRICT

By: _____ Date

WITNESS:

MINGUS MOUNTAIN ESTATE RESIDENTIAL
CENTER, INC.

By: _____ Date

CONSENT Item 8M.

IGA Amendment (MICTED)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 M
FROM:	Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Amendment to the Intergovernmental Agreement between HUSD and Mountain Institute Career Technical Education District (MICTED)	Action
		Consent X
OBJECTIVE:	Goal #2 – To Focus on Planning for Future Student Needs	

SUPPORTING DATA:

Mountain Institute Career Technical Education District (MICTED) offers programing for students in skilled trades in pursuit of preparing students for postsecondary development and work. Humboldt Unified School District sends students to MICTED as part of the Intergovernmental Agreement enacted by the Humboldt Unified School District Governing Board on May 9, 2017 and in effect until June 30, 2020.

The amendment effectively changes the name of the Mountain Institute Career Technical Education District from the former name in the IGA of *Mountain Institute Joint Technical Education District* to its current name of the Mountain Institute Career Technical Education District. Additionally, an increase in payments for satellite schools for FY2018 & FY2019 is authorized, which will bring in an additional 5% for Humboldt Unified School District for any satellite courses taken as part of the MICTED program, bringing the total payments from 65% to 70%.

The initial agreement was reviewed and approved by legal counsel.

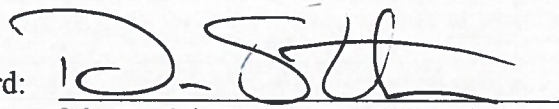
SUMMARY & RECOMMENDATION:

It is the recommendation of administration that the amendment is approved to form.

Sample Motion:

I move to approve the amendment to the Intergovernmental Agreement between Humboldt Unified School District and the Mountain Institute Career Technical Education District.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation at 759-4010.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
by and between
MOUNTAIN INSTITUTE JTED NO. 2
and
HUMBOLDT UNIFIED SCHOOL DISTRICT
for
Provision of Joint Technical Education Courses**

This First Amendment is entered into as of the 4th day of April, 2019, by and between the Mountain Institute Career Technical Education District #2 (MICTED), an Arizona joint career technical educational district (hereinafter known as "CTED"), and Humboldt Unified School District No. a political subdivision of the state of Arizona (hereinafter known as "Satellite District"), for the joint exercise of powers pursuant to A.R.S. §11-952 *et seq.*, A.R.S. §15-342 and A.R.S. §15-393;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and A.R.S. § 15-342 and A.R.S. § 15-393;

WHEREAS, the Parties entered into an Intergovernmental Agreement dated July 1, 2017 ("Agreement") to provide joint technical education courses ("JTED Courses") as a part of a joint technical education district program ("JTED Program"), as those terms are were then-defined in A.R.S. § 15-391, at a satellite location ("Satellite") designated by the Satellite District, and to operate under a satellite model with the Satellite District continuing to provide the instruction and facilities for such courses;

WHEREAS, the MIJTED Governing Board on April 21, 2016 approved a recommendation by the Mountain Institute Advisory Committee to increase payments to satellites from 65% to 70% for FY2018 and FY2019;

WHEREAS, due to legislative amendment, "joint technical education districts", or JTEDs, are now known as "career technical education districts", or CTEDs, and consistent with that legislative change, the Governing Board of the Mountain Institute JTED No. 2 changed its name to Mountain Institute CTED No. 2 effective March 6, 2019; and

WHEREAS, the Parties desire to amend the Agreement to reflect these changes;

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

1. All references to "JTED" in the Agreement shall mean "CTED" as that term is now defined in A.R.S. § 15-391, and MICTED shall be substituted in the Agreement for MIJTED.
2. The first sentence of Exhibit E, Subsection A shall be amended as follows:

Each member district shall be eligible to receive 70% of the ADM generated annually in CTED revenue (M&O and DAA) based upon aggregated ADM as provided by the Arizona Department of Education.

IN WITNESS WHEREOF, the Parties sign this Agreement:

FOR MICTED:

Dated this 4th day of April, 2019, upon resolution of the MICTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

By: William "Bill" Stiteler
Title: Superintendent

FOR Humboldt UNIFIED SCHOOL DISTRICT NO. 1

Dated this ____ day of _____, 20____, upon resolution of the District Governing Board of the _____ Unified School District No. ____, approving this Agreement and authorizing its Superintendent to sign below:

By: _____
Title: Superintendent

APPROVAL AS TO FORM

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

By: Kristen
Legal Counsel for MICTED

By: [Signature]
Legal Counsel for Satellite

CONSENT

Item 8N.

Agreement Renewal

Yavapai College

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8N
FROM: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation Reading
DATE: July 9, 2019 Discuss
SUBJECT: Request for approval of Intergovernmental Agreement (IGA) with Yavapai College Action
Consent X

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

SUPPORTING DATA:

Attached is the 2019-20 Intergovernmental Agreement (IGA) between Yavapai College and Humboldt Unified School District for dual credit courses offered at Bradshaw Mountain High School.

The changes to the previous IGA are minimal; with the only changes of note being the addition of several courses to the list of courses offered, which were approved through prior Board action, the pay structure of the agreement now providing for Yavapai College to pay for the Computer Networking Technician (CNT) instructors, and the tuition rate increases approved by the Arizona Board of Regents.

The IGA has been approved by district legal counsel.

SUMMARY & RECOMMENDATION:

Administration recommends the approval of the 2019-20 IGA between Yavapai College and Humboldt Unified School District.

Sample Motion:

I move to approve the IGA with Yavapai College for the offering of dual credit courses at Bradshaw Mountain High School for school year 2019-20.

Approved for transmittal to the Governing Board: 
Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director of Federal Programs and School Innovation at 759-4010

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

"Dual Enrollment Course" shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through June 30, 2020 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

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

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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

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

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

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

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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

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

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

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

6.2 Students

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

- A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

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

RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

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

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School District:

Humboldt Unified School District #22
Mr. Dan Streeter, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

COLLEGE

SCHOOL DISTRICT

Lisa B Rhine

By: Lisa B. Rhine, Ph.D.
Title: President

By:
Title:

6.17.18

Date

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

<u>Claire DeChambre</u>	
By: <u>Claire DeChambre</u>	By: _____
Title: <u>attorney</u>	Title: _____
Counsel for Yavapai County Community	Counsel for _____ School
College District	District _____
Dated: <u>5-3-19</u>	Dated: _____

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By:
Title:
Counsel for Yavapai County Community
College District
Dated:_____

By:
Title:
Counsel for Humboldt School District
Dated:_____

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

The following courses are also offered to freshmen and sophomore students: CNT 100, CNT 115, MAT 187, SPA 101, and SPA 102

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	H.S. TITLE
Nursing Assistant	AHS 114	5	3	Vallely	20	C.N.A. (Nursing Assistant)
Intro to Computer Networking Technology	CNT 100	3	1	Sanderlin		Computers & Networking
Cybersecurity Principles	CNT 105	3	1	Sanderlin		Cybersecurity Principles
A+ Computer Technician Certification	CNT 110	4	1	Sanderlin		Computers & Networking
Network+: Networking Technologies Cert	CNT 115	4	2	Sanderlin		Computers & Networking
Introduction to Windows Server	CNT 120	3	2	Sanderlin		Computers & Networking
Security+: Implement & Maintain						
Network Security	CNT 135	3	2	Sanderlin		Cybersecurity Principles
College Composition I	ENG 101	3	1	Leveron	22	English 101
College Composition II	ENG 102	3	2	Leveron	22	English 102
College Mathematics	MAT 142	3	1	Larson		College Math
Precalculus	MAT 187	5	3	Young		Pre-Calculus
Beginning Spanish I	SPA 101	4	1	Van Oss		Spanish 101
Beginning Spanish II	SPA 102	4	2	Van Oss		Spanish 102

EXHIBIT B

FINANCIAL PROVISIONS

Fill in the blanks. If the information is not applicable, indicate N/A in the blank.

Additional directions for completing this form are in italics.

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

☐ School District shall provide and pay all instructors.

☐ College shall provide and pay all instructors.

☒ Each party shall provide and pay for instructors as follows: ☐ Yavapai College will provide and pay for the instructor(s) for the CNT classes and Humboldt Unified School District will provide and pay for all other instructors. ☐

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District zero Dollars (\$0) per credit hour for each properly enrolled student, capped at zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

No tuition is charged for Dual Enrollment classes, except for CNT classes which are \$116 per credit. College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-one to two hundred Dollars (\$91 to \$200) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from one hundred thirty-seven to four hundred seventy-five Dollars (\$137 to \$475) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v5content/academics/tuition-fees-2020.htm> for specific information about tuition rates).

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <input checked="" type="checkbox"/> Student <input type="checkbox"/>

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

☒ School District is responsible for payment of costs to the College.

Each student is responsible for payment of costs to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The College shall send invoices to the School District to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Payments to be sent to the College:
Yavapai College
Attn: Accounting Manager
1100 E. Sheldon Street
Prescott, AZ 86301

Invoices to be sent to the School District:
Humboldt Unified School District #22
Mr. Dan Streeter, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$3,389.86

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$0

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

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

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

"Dual Enrollment Course" shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through June 30, ~~2019~~2020 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

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

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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

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

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

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

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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

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

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

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

6.2 Students

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

- A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

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

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School District:

Humboldt Unified School District #22
Mr. Dan Streeter, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

COLLEGE

SCHOOL DISTRICT

By: ~~Penelope H. Wills~~ Lisa B. Rhine, Ph.D.
Title: President

By: _____
Title: _____

Date

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: _____
Title: _____
Counsel for Yavapai County Community
College District
Dated: _____

By: _____
Title: _____
Counsel for Humboldt Unified School District
#22
Dated: _____

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

The following courses are also offered to freshmen and sophomore students: CNT 100, CNT 115, MAT 187, SPA 101, and SPA 102

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	H.S. TITLE
Nursing Assistant	AHS 114	5	3	Vallely	20	C.N.A. (Nursing Assistant)
Intro to Computer Networking Technology	CNT 100	3	1	Sanderlin		Computers & Networking
Cybersecurity Principles	CNT 105	3	1	Sanderlin		Cybersecurity Principles
A+ Computer Technician Certification	CNT 110	4	1	Sanderlin		Computers & Networking
work+: Networking Technologies Cert	CNT 115	4	2	Sanderlin		Computers & Networking
Introduction to Windows Server	CNT 120	3	2	Sanderlin		Computers & Networking
Security+: Implement & Maintain Network Security	CNT 135	3	2	Sanderlin		Cybersecurity Principles
College Composition I	ENG 101	3	1	Leveron	22	English 101
College Composition II	ENG 102	3	2	Leveron	22	English 102
College AlgebraMathematics	MAT 142		3	Larson		Adv. Math/College Alg. Math
Precalculus	MAT 187	5	3	Young		Pre-Calculus
Beginning Spanish I	SPA 101	4	1	Van Oss		Spanish 101
Beginning Spanish II	SPA 102	4	2	Van Oss		Spanish 102

EXHIBIT B

FINANCIAL PROVISIONS

*Fill in the blanks. If the information is not applicable, indicate N/A in the blank.
Additional directions for completing this form are in italics.*

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

X School District shall provide and pay all instructors.

College shall provide and pay all instructors.

X Each party shall provide and pay for instructors as follows:

Yavapai College will provide and pay for the instructor(s) for the CNT classes and Humboldt Unified School District will provide and pay for all other instructors.

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District zero Dollars (\$0) per credit hour for each properly enrolled student, capped at zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE TUITION:

No tuition is charged for Dual Enrollment classes, except for CNT classes which are \$116 per credit. College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from ~~eighty-seven to ninety-one~~ to two hundred seventy-seven Dollars (\$~~87~~91 to \$~~177~~200) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from ~~one hundred thirty-one~~seven to ~~four hundred fifty-six~~seventy-five Dollars (\$~~131~~137 to \$~~456~~475) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v5content/academics/tuition-fees-2018.htm> (see <https://www.yc.edu/v5content/academics/tuition-fees-2020.htm> for specific information about tuition rates).

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <u>X</u> Student _____

4. **COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

Check the appropriate line:

X School District is responsible for payment of costs to the College.

 Each student is responsible for payment of costs to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. **FINANCIAL AID**

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

6. **FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

The College shall send invoices to the School District to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Payments to be sent to the College:
Yavapai College
Attn: Accounting Manager
1100 E. Sheldon Street
Prescott, AZ 86301

Invoices to be sent to the School District:
Humboldt Unified School District #22
Mr. Dan Streeter, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

7. **FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 3,782.17

\$3,389.86

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

\$0

Amount School District returned to College:

(Specify percentage or dollar amount)

\$0

CONSENT

Item 80.

Playworks Education Energized - HES

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 80
FROM:	Stacy Brush - Principal, Humboldt Elementary	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Request for approval to enter into a Master Services Agreement with Playworks Education Energized for implementation of a recess reboot program.	Action Consent X

OBJECTIVE:	Goal #1 – Raise the level of student achievement
	Goal #2 – Focus on planning for future student needs

SUPPORTING DATA:

Humboldt Elementary strives to provide comprehensive interventions to meet the needs of all students. Recently our school goals have focused on providing social emotional supports for our students. The Playworks Recess Reboot program commits to making recess a fun, inclusive place for every kid in our school community, to play every day. A Playworks Trainer will work with the Humboldt Elementary staff to make sure our recess supports social and emotional learning and builds leadership skills in our kids. We will learn techniques to transform our environment—from the playground to the classroom. Humboldt Elementary's partnership with Playworks will ensure that every recess is a safe and healthy environment for every student.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the Master Services Agreement between Humboldt Elementary and Playworks Education Energized for the 2019-2020 school year.

Sample Motion:

I move to approve the Master Services Agreement between Humboldt Elementary and Playworks Education Energized for the 2019-2020 school year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Playworks

Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks.

Customer Initial _____

Master Services Agreement

Program Plan: _____

A.4 Recess Reboot

Exhibit B

Fee Schedule (Total Amount):

\$7,900.00

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Master Services Agreement, Program Plan(s), and Fee Schedule, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below. **This is the ONLY page needing to be returned for FYE20 Agreements.**

Confirmed and agreed:

<p>PLAYWORKS EDUCATION ENERGIZED</p> <p>Signature: <u>K. Largent</u></p>	<p>CUSTOMER NAME: Humboldt Elementary School</p> <p>Signature: _____</p>
<p>Print Name: Kara Largent</p>	<p>Print Name: _____</p>
<p>Title: Partnerships Director</p>	<p>Title: _____</p>
<p>Date: 5/20/19</p>	<p>Date: _____</p>

Attach the Master Services Agreement, Program Plan(s) and Fee Schedule

PLEASE COMPLETE THE SECTION BELOW FOR INVOICING:

Who should we send the invoice to?

Name: _____ Position: _____

Email: _____

Would you like the PO # on your invoice? ☐ yes ☐ no

If yes, what is your PO #? _____



Master Services Agreement

This is a Master Services Agreement ("Agreement") dated as of May 20th, 2019, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Humboldt Elementary School, a school in Humboldt Unified School District ("Customer").

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer agree as follows:

1. Program

1.1 Scope

Playworks will provide services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as **Exhibit A** ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. Modifications to the Program Plan(s) shall be documented as **Exhibit C** ("Program Plan Modifications")

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached **Exhibit B** Payment and Fees.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together, Playworks and Customer may share sensitive information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In all of these activities, Playworks is committed to and will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with Customer in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, and operations. It

does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program.

2.4 Student Data

Playworks may in carrying out Services have access to individually identifiable student data. It will maintain the confidentiality of and use such information solely for Program purposes and in accordance with applicable law and Customer policy.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials from Playworks websites, and providing Customer with access to interactive websites.

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove or obscure any Playworks copyright or trademark markings on any Materials. Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or “partner” in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer’s name and logos in connection with these efforts.

4.3 Logo Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party’s name, logo and other marks other than the rights granted under this Agreement; (b) the other party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party’s marks will inure solely to the benefit of the other party. Each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education (“PE”). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience. Playworks and Customer will

each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery. Such a suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Program Plan: Recess Reboot

Basic features

Program name	Recess Reboot
Program overview	Recess Reboot ("Program") provides four days of on-site Programmatic launch, training, and consulting, delivered by an experienced Playworks Trainer who models and teaches strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting with recess. After Recess Reboot is delivered, Playworks AZ will provide one consultation visit several weeks later.
Timeframe	<p>The Program operates during the school year. A Playworks Trainer will provide the program components on-site for four consecutive days.</p> <p>The final schedule will be approved by both Playworks and Customer before the start of the Program week.</p> <p>The Program will start on August 27th and end on August 30th.</p>

Playworks personnel

Overview	Playworks will assign an experienced Playworks Trainer ("Trainer").
Trainer activities	Trainer works on-site with the Customer and carries out the activities described in the Program.
Trainer training	Playworks will ensure that Trainer receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Coaches are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse.
Trainer screening, testing, and immunizations	Playworks will ensure that Trainer has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify the person from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable law.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign employees to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	The principal of the Customer will attend all trainings and meetings as set out in the Program including without limitation to a goal setting session, an all staff training, and an action planning session.
Other school roles	<p>Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> • Recess Manager: directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the

	<p>school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year.</p> <p>Recommended: Assign Recess Manager role to a member of the school's administrative team.</p> <ul style="list-style-type: none"> • Recess Coach: implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • Recess Team: school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. <p>Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher.</p>
Other personnel	<p>Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).</p>

Workspace and equipment

Workspace	<p>Customer will make available to Trainer a workspace as well as adequate classroom space for meetings and trainings as set out in the Program.</p>
Playground equipment	<p>The Program will be implemented using existing playground equipment provided by the Customer. Playworks will provide additional equipment and instructional materials to support the Program. Playworks will support the development of an equipment maintenance system.</p>

Program components

Assessment & Goal Setting session (Day 1, 30 min)	<p>On the first day, Trainer will assess recess culture, systems, and staff and discuss baseline needs and areas for support.</p> <p>Required: Principal, Recess Manager, Recess Coach, and Recess Team</p>
Recess Team training (Day 1, 90 min)	<p>Trainer will provide an in-depth training to teach systems, games, and strategies to create, implement, and sustain safe and healthy play at recess. This Day 1 training is key to framing the learning that will take place on-site. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather.</p> <p>Required: Recess Manager, Recess Coach, and Recess Team Recommended: Principal</p>
Junior Coach Program (Day 1, 1-hour training) (approx. 15 students, grade level: 4–6)	<p>Playworks will facilitate the establishment of a Junior Coach Program. The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess.</p>

	<p>During the school day, Junior Coaches participate as leaders during recess by leading games and activities, as well as helping other students manage conflicts if they arise. Typically, each Junior Coach leads recess two to five times per week. Customer agrees to release Junior Coaches five to ten minutes prior to the recess they serve to check-in and stay five to ten minutes after recess to debrief.</p> <p>Prior to Trainer's on-site arrival, Junior Coaches should be selected through a process that includes student applications, teacher recommendations, and parent permission.</p> <p>On Day 1, the Trainer will provide a training to the Junior Coaches that includes skill development, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership role on the playground. The training may be held before school, after school, or during enrichment or elective blocks during the school day.</p> <p><u>Required:</u> Recess Manager, Recess Coach, Recess Team, and Junior Coaches</p>
Recess (grade level: all grades)	<p>Playworks will support Recess Coach and Recess Team to use recess times for core playground games, sports, skill-building activities, and cooperative games. Trainer will provide consultation and modeling for Recess Coach and Recess Team on strategies for recess facilitation. During recess, Trainer will be focused on consulting and supporting the Recess Team and will not do or be responsible for yard supervision. Customer shall provide staff for yard supervision during all recess periods and shall have full responsibility for yard supervision.</p> <p><u>Required:</u> Recess Coach, Recess Team, and Junior Coaches <u>Recommended:</u> Recess Manager; Principal should observe as many recesses as possible.</p>
Recess 101 (grade level: all grades)	<p>Trainer provides a select number of classrooms with Recess 101 sessions. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.</p> <p>Playworks will work with Customer to create the best possible Recess 101 schedule. Each Recess 101 serves one to two classrooms for 30 minutes per session. Recess 101 may not be scheduled during any regularly scheduled recess period.</p> <p>Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Recess 101 session. Playworks must approve the schedule prior to Trainer's on-site arrival.</p> <p><u>Required:</u> Teacher <u>Recommended:</u> Recess Coach and Recess Team; Recess Manager should attend as many Recess 101 sessions as possible.</p>
Daily Recess Team check-ins (30 minutes before recess) Daily Recess Team debriefs (60 minutes after recess)	<p>The Playworks Trainer will provide daily check-in and debrief sessions with the Recess Coach and Recess Team throughout the week to support their skill development and capacity to facilitate recess and the Junior Coach Program. Coaching content will follow an "I Do, We Do, You Do" adult learning framework throughout the week and include: application of best practices to achieve Program outcomes, group management strategies, rapport building, game facilitation, and leadership development.</p> <p><u>Required:</u> Recess Coach and Recess Team</p>
All staff training (1 hour)	<p>Playworks will provide training for all teachers and staff of Customer. Such training provides teachers and staff with best practices and examples to implement opportunities for play and physical activities for their students. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).</p>

	<u>Required:</u> Principal, Recess Manager, Recess Coach, Recess Team, All Teachers, and School Staff
Action planning session (Day 4, 90 min)	Trainer will lead an action planning session to share resources, create materials, and solidify a plan of action for future management of the Program. <u>Required:</u> Principal, Recess Manager, Recess Coach, and Recess Team
Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials may include the Playworks Playbook, Recess Coach Manual, Junior Coach Curriculum, recess assessment tools and game lesson plans.
PlayworksU Foundations NOT INCLUDED	<p>A 12-month Customer site subscription to online services is included, unless otherwise specified on fee schedule. Access to online services is provided on the first day of in-person Programming.</p> <p>Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of:</p> <ul style="list-style-type: none"> • A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year • An application to view and download portable document format (.pdf) files • An internet connection of 2 MBps minimum to view streaming video <p>It is Playworks intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer site email address and accept terms and conditions of use. Should the number of participants exceed 50 in any given month, Playworks reserves the right to charge \$15 per additional user for the site subscription for the balance of the subscription period.</p> <p>As part of the subscription, Playworks will be available for an optional 30-minute consultation call via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.</p>

Consultative support

Consultation Visit	During a Consultation Visit a Playworks Trainer, as defined above, returns to your site typically four to six weeks after your training to conduct one in-depth, real-time observation of your recess and consult with your recess team to ensure successful implementation of the program. A comprehensive written report of the consultation, complete with next steps, is provided for your school's leadership and recess team. Other time used during this visit will be differentiated based on your school's needs.
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Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set the four-day schedule, and disseminate/collect paperwork to support the Program.
Program setup	<p>Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation:</p> <ul style="list-style-type: none"> • Confirm the Recess Manager, Recess Coach, and Recess Team

	<ul style="list-style-type: none">• Select and collect paperwork for the Junior Coach Program• Set and confirm the Program schedule• Ensure required school staff attendance per component <p>If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.</p>
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none">• Great Recess Framework observation tool: completed by Playworks staff after observing recess.• Recess observations and reflections: completed by Playworks staff after observing recess.• Annual Survey: completed voluntarily by school staff at the end of the year.• Recess Checkup: electronic quiz designed to assess safe and healthy play at recess.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

Exhibit B

Fee Schedule

Payment Terms	Payment on all invoices is due within 30 days of invoice date. This is a fixed cost and may not be prorated, regardless of program start or end date.
Payment Schedule	Full year: invoiced by September 1, 2019 Semester: 50% invoiced by September 1, 2019 and 50% by January 20, 2020
Customer fee discounts for full year services only: A.1 Coach and A.3 TeamUp 3.0% if paid in full by October 31, 2019	The Customer is responsible for payment of the entirety of the Customer fee. Payment in full must be received (or postmarked) by October 31, 2019 for the 3.0% discount to apply. Payments postmarked or received after October 31, 2019 shall not qualify for the 3.0% discount.

Program	Quantity	Unit Price	Total Price	Playworks Contribution	Customer Fee	Locations
Onsite Coach Programs						
A.1 Coach (full-time)			\$0.00		\$0.00	
A.2 Coach (part-time)			\$0.00		\$0.00	
Consultative Support Programs						
A.3 TeamUp			\$0.00		\$0.00	
A.4 Recess Reboot	1	\$9,000.00	\$9,000.00	\$2,000.00	\$7,000.00	Humboldt Elementary School
Staff Training Programs						
A.5 Consultation Visit			\$0.00		\$0.00	
A.6 Game Facilitation			\$0.00		\$0.00	
A.7 Group Management 1			\$0.00		\$0.00	
A.8 Group Management 2			\$0.00		\$0.00	
A.9 Indoor Recess			\$0.00		\$0.00	
A.10 Play Leadership Essentials			\$0.00		\$0.00	
A.11 Playworks in the Classroom			\$0.00		\$0.00	
A.12 Power of Play			\$0.00		\$0.00	
A.13 Power of Play & Group Management			\$0.00		\$0.00	
A.14 Recess 360			\$0.00		\$0.00	
A.15 Recess Implementation			\$0.00		\$0.00	
A.16 Recess Program Sustainability			\$0.00		\$0.00	
A.17 Recess Youth Leadership			\$0.00		\$0.00	
A.18 Staff Leadership on the Playground			\$0.00		\$0.00	
A.19 Tournaments			\$0.00		\$0.00	
Travel For Staff Training	1	\$900.00	\$900.00	\$0.00	\$900.00	
PlayworksU Foundations						
A.20 Subscription			Included At No Additional Charge for A.4, or A.6 through A.19 \$0.00		Included At No Additional Charge for A.4, or A.6 through A.19 \$0.00	
TOTAL			\$9,900.00		\$7,900.00	
Less: Early payment discount for A.1 and A.3 if paid in full by 10/31/19					\$0.00	
GRAND TOTAL					\$7,900.00	

Playworks payment detail:

Fee Total	The total fee for selected Playworks service(s) is:		\$7,900.00
Payment Terms	Playworks fees are fixed, and may not be prorated, regardless of program start or end date. Payment on all invoices is due within 30 days of invoice date. Please make all checks payable to Playworks Education Energized		
Payment Schedule	For full year services:	A.1 Coach (full-time), A.2 Coach (part-time) and A.3 TeamUp	
	Please select from the following payment schedule options	Full year: invoiced by 9/1/2019	
		Semester: 50% invoiced by 9/1/2019 and 50% by 1/20/2020	
		For all other services	A.4 - A.20
		Customer to be invoiced in full approximately one week after training has started unless other terms have been arranged.	

Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,

J. B. Smith

10th Nov 1890

10th Nov 1890

10th Nov 1890

10th Nov 1890

10th Nov 1890

10th Nov 1890

CONSENT

Item 8P.

Gifts & Donations

Gifts & Donations – July 9, 2019

Jewish Community Foundation of Greater Prescott

P. O. Box 2684, Prescott

Donated Orff Instruments with a donor's value of \$2,503.48 *and*

Funds for purchasing Mystery Science Memberships with a donor's value of \$499

With a total donor's value of \$3,002.48

Nicole McGrew, Etchpress Yourself

4853 N. Wycliffe Drive, Prescott Valley

Donated 6 stemless glasses to Humboldt Unified School District for Convocation gifts

With a donor's value of \$90

Yavapai-Prescott Indian Tribe

530 E. Merritt, Prescott

Donated \$1,000 to Humboldt Elementary School for the Highland Center Habitat Project

DISCUSSION

Item 9A.

2016-17

School Safety Committee
Report:

Emergency Operations

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Patty Bitsilly, Director of Special Services
DATE: July 9, 2019
SUBJECT: Emergency Operations Plan Presentation

Item # **9A**
Reading
Discuss **X**
Action
Consent

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

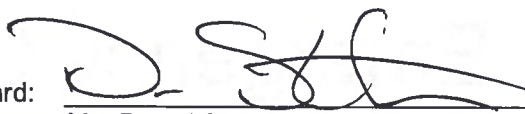
SUPPORTING DATA

A summary of the Emergency Operations Plan, developed by the District School Safety Committee and district administration, will be presented by Patty Bitsilly.

SUMMARY & RECOMMENDATION

No action necessary, presentation is for informational purposes only.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Patty Bitsilly, 759-4031

DISCUSSION

Item 9B.

Governing Board

Self Evaluation

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9B
FROM:	Ryan Gray, Governing Board President	Reading
DATE:	July 9, 2019	Discuss <input checked="" type="checkbox"/> X
SUBJECT:	HUSD Governing Board Self Evaluation	Action
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA

Policy BAA outlines the process for the Annual Board Self-Evaluation to be conducted no later than October 30th. Traditionally this has been done in late summer/early fall of each year.

The current evaluation instrument is attached to this transmittal. It is completed by each Board Member individually and the results are compiled by the Secretary to the Superintendent and Governing Board. This compilation is then distributed at a work/study session and discussed by the Board.

The Board President brings for consideration the option of the ASBA Online Self-Evaluation Tool for its 2019 Self-Evaluation. This instrument is completed by each board member online and incorporates feedback from the Superintendent. ASBA staff completes the compilation and for a minimal cost provides a question-by-question report as well as suggested questions for discussion. Information on this evaluation instrument is attached to this transmittal as well.

SUMMARY & RECOMMENDATION

Sample Motion

(Discussion only – no motion needed.)

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to: Ryan Gray, Board President at 928-985-0891



Ryan Gray <ryan.gray@humboldtunified.com>

Online Board Self Eval

Nikkie Whaley <nwhaley@azsba.org>

Wed, Feb 20, 2019 at 8:11 AM

To: Ryan Gray <ryan.gray@humboldtunified.com>

Hi President Gray,

I apologize for the delay. We just concluded Equity Event last week and I was unable to respond.

Thank you for expressing interest in ASBA's online board self-evaluation tool. Boards play a significant role in student achievement and research shows effective boards are more likely to see improvement in student achievement. Attached is a description of the five pillars and benchmarks of success that the survey covers. Below are the fees and next step should you be interested.

Report options:

- Basic Report:** Provides a snapshot of your board's health by providing your results in each of the five pillars: *Conduct and Ethics, Vision, Structure, Accountability and Advocacy* – as a single score for each. **Cost: Free**
- Detailed Report:** Provides question-by-question results that are grouped into "Benchmarks of Success" for each of the pillars. This allows your team to drill down deeper to pinpoint specific areas of opportunity for growth and improvement within each pillar. The report will also come with guiding questions, developed by ASBA, to help your team start the conversation around your results. **Cost: \$200**
- Detailed Report plus Facilitation:** In addition to the detailed report, ASBA staff will facilitate a 3-hour conversation around your results and help navigate your team through any critical conversations that might arise during this process. Facilitation also includes consensus building around what areas of improvement the board would like to address. **Cost: \$300+ Travel (Detailed Report included)**

Once you have determined your team is ready to evaluate:

- Ensure we have the correct email addresses for your board members and superintendent by logging into the ASBA database.
- Email nwhaley@azsba.org with:
 - Your requested dates for the survey to open and close. (ASBA requests a minimum of 2 business days to respond to requests)
 - Your report choice (see below)

...what happens next?

ASBA will:

- Send the survey link out to your board members and superintendent
- Track survey responses and notify you once the survey is complete
- Send you your requested report

Thank you,

Nikkie Whaley | Board Support and Field Service Specialist

Arizona School Boards Association

p: 602.254.1100 | 800.238.4701 |

e: nwhaley@azsba.org

w: www.azsba.org

[Quoted text hidden]

This is a staff email account managed by Humboldt Unified School District. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.



Five Pillars with Benchmarks.pdf

164K

H.U.S.D. Board Self-Assessment

Directions: Using the following 5-point rating scale, rate the operation of your school board. Please circle the appropriate number in each area. If appropriate, do not hesitate to qualify or clarify your answer with a short written comment.

- 1 = Never
- 2 = Rarely
- 3 = Most of the time
- 4 = Always

Revised 9/2015

AREAS OF ASSESSMENT	RATING
A. ORIENTATION & CONTINUING DEVELOPMENT	
1. A program is conducted for newly elected or appointed board members to orient them to duties and responsibilities and to acquaint them with board policies, operating procedures, and current issues facing the district. A training program is provided by the Superintendent and staff, as needed.	<div>1 2 3 4</div> <div>Comment:</div>
2. Resource groups, professional publications, and electronic media are used to bring appropriate information to the board and to engage board members in learning activities.	<div>1 2 3 4</div> <div>Comment:</div>
3. Board members take advantage of opportunities for board in-service training including continuing education trainings, an annual self-assessment, and an annual retreat with the Superintendent and other stakeholders.	<div>1 2 3 4</div> <div>Comment:</div>
4. The board allows for relationship building as part of its orientation process.	<div>1 2 3 4</div> <div>Comment:</div>
B. MEETINGS OF THE BOARD	
1. The agenda is accompanied by an appropriate amount of rationale and/or data and received by board members within sufficient time for them to study and review it prior to the meeting.	<div>1 2 3 4</div> <div>Comment:</div>
2. The board president and superintendent review the agenda together prior to its distribution and appropriate procedures are in place to permit any member to add items to the agenda.	<div>1 2 3 4</div> <div>Comment:</div>

<p>3. The agenda is divided into action items and discussion items and items are rarely added to the agenda at the last minute, in order to avoid "surprises".</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>4. Board members who want additional information about agenda items contact the superintendent, board president, or the person listed on the agenda item, in advance of the meeting.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>5. If new issues or additional questions requiring research arise at the meeting, the superintendent is given sufficient time to research those issues or questions.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>6. Board members display good listening skills and a spirit of compromise when impasses arise. Members vote their conscience, but support the majority decisions.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>7. The board follows its prescribed role as a policy-making body and does not become involved in micro-managing or making administrative decisions.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>8. The meeting is conducted in a business-like manner, and follows accepted parliamentary procedures and rules. Members speak loudly and clearly enough so everyone present can hear them.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>9. The president takes charge of the meeting and keeps the meeting under control and on topic.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>10. Board members treat school personnel and each other politely and with respect during the meeting.</p>	<p>1 2 3 4</p> <p>Comment:</p>

11. The location and setting of the meeting is comfortable and conducive to getting business done with adequate room for the public.	1 2 3 4 Comment:
12. A conscious effort is made to make the public feel welcome at board meetings, providing them with copies of the agenda and board rules, and a policy for public participation is well articulated at each meeting by the board president and is followed to maintain order.	1 2 3 4 Comment:
13. The meeting starts on time and concludes within a reasonable period of time.	1 2 3 4 Comment:
C. SCHOOL EXTERNAL RELATIONS AND COMMUNICATIONS	
1. Board members participate in school/community affairs.	1 2 3 4 Comment:
2. Board members channel all concerns, complaints, and criticisms of the district through the chain of command for study with the expectation that the superintendent will report back to the board.	1 2 3 4 Comment:
3. Board members refrain from publically committing to a position on an issue before all relevant facts are presented at a meeting.	1 2 3 4 Comment:
4. The board encourages public participation at board meetings and other school and district events.	1 2 3 4 Comment:
D. RELATIONSHIP WITH SUPERINTENDENT	
1. The board provides the superintendent with a job description and clear statement of its expectation of performance and personal qualities against which he/she will be measured.	1 2 3 4 Comment:

<p>2. A fair and comprehensive evaluation system exists for the superintendent and is discussed with him/her.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>3. The board displays confidence in the superintendent and reaches decisions only after consideration of all available background data and the recommendation of the superintendent.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>4. The board requests information from staff members through the superintendent or with the knowledge of the superintendent.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>5. There is a climate of mutual respect and trust, including commendation offered whenever earned, and constructive criticism given when necessary.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>6. Matters tending to alienate either board members or the superintendent are discussed immediately.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>7. The superintendent provides clear options and an administrative recommendation on issues brought to the board.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>8. The board and superintendent work to achieve a climate of good faith and good will through collaborative team work and clear communication.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>E. PLANNING AND GOAL SETTING</p>	
<p>1. The board utilizes and is guided by adopted board goals.</p>	<p>1 2 3 4</p> <p>Comment:</p>

<p>2. Administrators, teachers, students, and parents are involved in the development of board goals. Board goals are reviewed and updated annually, or more frequently, as needed.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>3. Service organizations, community and business groups are consulted during the board goal development process.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>F. POLICY-MAKING</p>	
<p>1. The board adheres to its written policies, and updates policies as needed.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>2. The board provides the superintendent with the opportunity to develop policy proposals in a timely manner.</p>	<p>1 2 3 4</p> <p>Comment:</p>
<p>3. The board utilizes an in-state school board association as its primary source for policy services and updates.</p>	<p>1 2 3 4</p> <p>Comment:</p>

ASSESSMENT OF STRENGTHS AND OPPORTUNITIES

A. What do you think are the three most important issues confronting the board during the next six months?

- 1.
- 2.
- 3.

B. What do you think are the three most important issues confronting the board during the next 6-24 months?

- 1.
- 2.
- 3.

C. Name three "combined strengths" of the board – as a board. (What does the board have going for it?)

- 1.
- 2.
- 3.

D. Name three "opportunities" of the board – as a board, that you think the board needs to improve.

- 1.
- 2.
- 3.

E. Other comments for discussion:

Individual Governing Board Member Self-Assessment Goals and Action Plan

(To be completed by individual board members prior to the self-assessment meeting)

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Governing Board Self-Assessment Goals and Action Plan

(To be completed by board members at the self-assessment meeting)

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Board Self-Evaluation

A Look at ASBA's NEW, Online Self-Evaluation Tool

Why Self-Evaluate?

Student achievement, however that is defined by your district, is at the heart of why school boards exist. In Arizona, local communities get to decide what the path to success will look like via their locally elected school boards. While there is no one-size-fits-all strategy to ensure student achievement, the research is clear: school boards in high-achieving districts exhibit habits and characteristics that are markedly different from boards in lower-achieving districts. Annual self-evaluation allows you as a board to assess how well you are exhibiting the characteristics of an effective board and where there may be opportunities for improvement.



The 5 Pillars of Board Service

ASBA's self-evaluation tool will allow you to assess your board's performance in five pillars of effective board service.

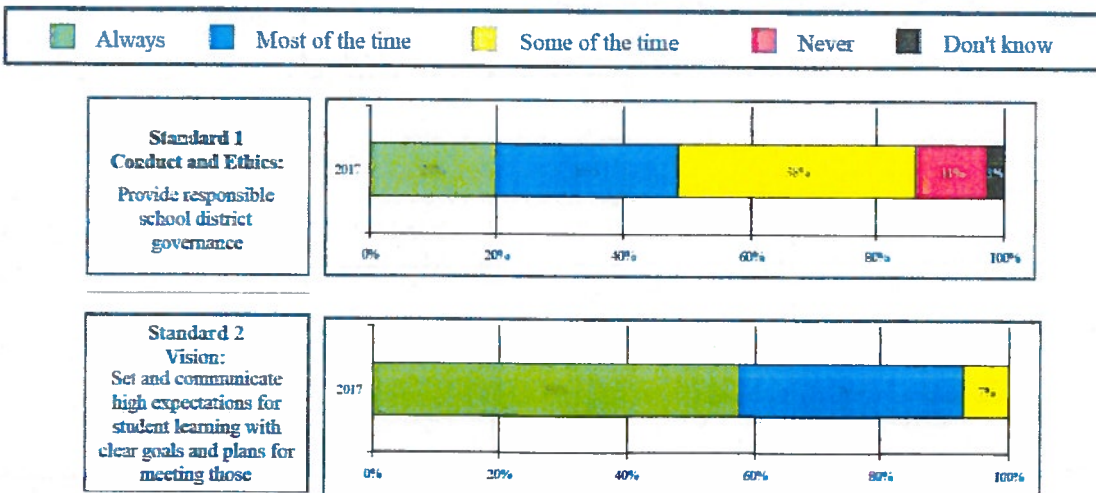
Conduct and Ethics | Vision | Structure | Accountability | Advocacy

Your Results: Two Options

After your board and superintendent have completed the online self-assessment, your responses will be tabulated and two different reports created.

Option 1: The basic report provides a snapshot of your board's health by providing your results in each of the five pillars: *Conduct and Ethics, Vision, Structure, Accountability and Advocacy* – as a single score for each.

FRAMEWORK FOR GOVERNANCE: AGGREGATE DATA



Your Results

Option 2: The detailed report provides question-by-question results that are grouped into “Benchmarks of Success” for each of the pillars. This allows your team to drill down deeper to pinpoint specific areas of opportunity for growth and improvement within each pillar.

Standard 2 Vision

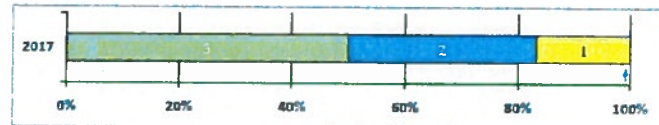
Set and communicate high expectations for student learning with clear goals and plans for meeting those expectations by:

Benchmark of Success B *Leading the development, articulation and stewardship of a vision of learning that is shared and supported by schools and community.*

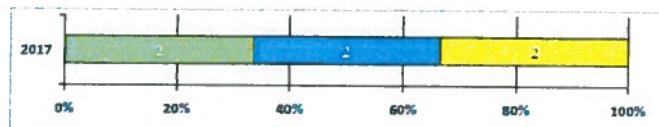


To what extent does our board:

Q26 Include stakeholders when developing and revising the district's vision?



Q27 Communicate its rationale for decisions to the community?



Ready To Self-Evaluate?

Step 1 Commit to pursuing continuous improvement as a board.

Step 2 Contact ASBA's Nikkie Whaley, nwhaley@azsba.org for a link to the self-evaluation.

Step 3 Have all board members and the superintendent complete the online self-evaluation.

Step 4 Choose your report and review your results.

- The basic and detailed options.
- The detailed report is available to ASBA member districts for a nominal fee, which includes an in-person review and facilitated conversation of your evaluation results with an ASBA board support specialist. Contact ASBA for details.

Arizona School Boards Association

2100 N. Central Avenue, Suite 200 | Phoenix, Arizona 85004

602.254.1100 | 800.238.4701 | azsba.org

DISCUSSION

Item 9C.

Policy Advisories 646-650

First Reading

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Daniel Streeter, Superintendent
DATE: July 9, 2019
SUBJECT: Policy Review - Policy Advisories 646-650
First Reading

Item # **9C**
Reading X
Discuss X
Action

OBJECTIVE: Board Governance

SUPPORTING DATA:

These policy advisories are primarily the result of actions taken by the 54th Legislature, First Regular Session which convened in January 2019.

-E = Exhibit (form) / -R = Regulation

Governing Board adoption is not required for an exhibit or regulation but is provided in the packet for information purposes.

- | | | |
|----------|----------------------|---|
| • PA 646 | Policy DIE | Audits/Financial Monitoring |
| • PA 647 | Regulation IHAMB-R | Family Life Education |
| • PA 648 | Policy JFAA | Admission of Resident Students |
| | Exhibits JFAA-EA, EB | |
| • PA 649 | JFAB | Admission of Nonresident Students |
| | Exhibits JFAB-EA, EB | |
| • PA 650 | Regulation KDB-R | Public Right to Know/Freedom of Information |

SUMMARY & RECOMMENDATION:

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

A short summary of the Arizona School Boards Association (ASBA) 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 complete ASBA Policy Advisory Discussion is found on the pages immediately following policies to be considered.

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:


Mr. Daniel Streeter, Superintendent

Questions should be directed to:

Cynthia Windham 759-4027 Section D

Rob Bueche, 759-4010

Sections I, J, K

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 646 (Cynthia Windham)

Policy DIE – Audits / Financial Monitoring

Senate Bill 1256 repealed A.R.S. 15-213 (Q) and (R); therefore Policy DIE, Audits/Financial Monitoring is modified by removing the requirements that "the district may not hire the same auditor and/or auditing firm for more than three (3) consecutive years" and "an auditor or auditing firm hired by a school district may not also receive consulting fees from that school district."

HUSD Recommendation

It is the recommendation of administration that the policy be adopted as presented.

DIE ©
AUDITS / FINANCIAL MONITORING

The Governing Board directs the Superintendent to implement procedures that assure District compliance with all state and federal requirements for financial monitoring and audits. Contingent upon prescribed qualifying criteria, such requirements may include, but are not limited to, procedural reviews by the Office of the Auditor General and the federal Single Audit Act Amendments and Office of Management and Budget (OMB) Compliance Supplement June 2016.

The procurement of the necessary services shall be consistent with the District's policy on bidding and purchasing procedures. Any allocation of costs for the services shall conform to the requirements of the Uniform System of Financial Records (USFR).

~~The following statutory limitations regarding the auditor or auditing firm shall be followed:~~

~~A. The District may not hire the same auditor or auditing firm for more than three (3) consecutive years.~~

~~B. An auditor or auditing firm hired by a school district may not also receive consulting fees from that school district.~~

A final report of each separate fiscal management review shall be presented to the Board for examination and discussion. After a report has been presented to the Board, it will become a matter of public record, and its distribution will not be limited. Copies of a final report shall be filed with appropriate state and other authorities.

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

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.

15-213

15-239

15-914

15-2111

41-1279.03

41-1279.04

41-1279.05

41-1279.07

41-1279.21

41-1279.22

A.A.C.

R7-2-902

USFR - Audit Requirements

2 CFR Part 200 Appendix XI, Compliance Supplement

CROSS REF.:

DICA - Budget Format

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 647 (Rob Bueche)

Regulation IHAMB-R- Family Life Education

This regulation removes language deleted by Senate Bill 1346 from ARS 15-716(C). This removes prohibitive language in the content of the state-approved Sex Education curriculum.

HUSD Summary and Recommendation

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

IHAMB-R ©

REGULATION

FAMILY LIFE EDUCATION

Instruction in Sex Education

Grades K - 8:

A. *Elective lessons.* The District may provide a specific elective lesson or lessons concerning sex education as a supplement to the health course of study.

1. Such supplement may be taken by the student only upon the written request of the student's parent or guardian.

2. Alternative elective lessons from the state-adopted optional subjects shall be provided for students who do not enroll in elective sex education.

3. Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-eighth (1/8th) of the school year for grades kindergarten (K) through four (4).

4. Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-quarter (1/4th) of the school year for grades five (5) through eight (8).

B. *Governing Board approval.* All elective sex education lessons to be offered must have prior approval from the Governing Board.

C. *Format of instruction:*

1. Lessons shall be taught to boys and girls separately.

2. Lessons shall be ungraded and shall require no homework; any evaluation administered for the purpose of self-analysis shall not be retained or recorded by the school or the teacher in any form.

3. Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about personal beliefs or practices in sex, family life, morality, values, or religion on the part of students or their parents.

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

4. Lessons for grades seven (7) and eight (8) shall include instruction on the laws relating to sexual conduct with a minor.

Grades 9 - 12:

- A. A course in sex education may be provided in the high schools of Arizona.
- B. Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about personal beliefs or practices in sex, family life, morality, values, or religion on the part of students or their parents.

Content of instruction (Grades K - 12):

- A. All sex education materials and instruction shall be age appropriate, shall recognize the needs of exceptional students, shall meet the needs of the District, shall recognize local community standards and sensitivities, shall not include the teaching of abnormal, deviate, or unusual sexual acts and practices, and shall include the following:

1. Emphasis upon the power of individuals to control their own personal behavior.

- a. Students shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations such as respect for self and others.

2. Instruction on how to say "no" to unwanted sexual advances and to resist negative peer pressure.

- a. Students shall be taught that it is wrong to take advantage of, or to exploit, another person.

3. Instruction on the laws relating to sexual conduct with a minor.

- B. All sex education materials and instruction that discuss sexual intercourse shall:

1. Stress that students should abstain from sexual intercourse until they are mature adults.

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

2. Emphasize that abstinence from sexual intercourse is the only method for avoiding pregnancy that is one hundred percent (100%) effective.
3. Stress that sexually transmitted diseases have severe consequences and constitute a serious and widespread public health problem.
4. Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual intercourse and the consequences of preadolescent and adolescent pregnancy.
5. ~~Promote honor and respect for monogamous heterosexual marriage.~~
- 5.6. Advise students of Arizona law pertaining to the financial responsibilities of parenting, and legal liabilities related to sexual intercourse with a minor.

Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus

The District will develop its own course of study for each grade. At a minimum, instruction shall:

- A. Be appropriate to the grade level in which it is offered.
- B. Be medically accurate.
- C. Promote abstinence.
- D. Discourage drug abuse.
- E. Dispel myths regarding transmission of the human immunodeficiency virus.

~~Nothing shall be included in the course of study instruction that:~~

- ~~A. Promotes a homosexual life style.~~
- ~~B. Portrays homosexuality as a positive alternative life style.~~
- ~~C. Suggests that some methods of sex are safe methods of homosexual sex.~~

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 may request that the Department of Health Services, in conjunction with the Department of Education, review instruction materials to determine their medical accuracy.

The District may request that the Department of Education provide the following assistance:

- A. A suggested course of study.
- B. Teacher training.
- C. A list of available films and other teaching aids.

At the request of a parent, a student shall be excused from the instruction on acquired immune deficiency syndrome and the human immunodeficiency virus. The District shall notify all parents of their ability to withdraw their children from the instruction.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 648 (Rob Bueche)

Policy JFAA- Admission of Resident Students

Exhibit JFAA-EA

Exhibit JFAA-EB

Replaces language in the Arizona Department of Education Residency Guidelines to include updated and clarified language regarding resident students. Provisions have also been added for accommodating students from military families or student who are homeless.

HUSD Summary and Recommendation

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

**JFAA ©
ADMISSION OF
RESIDENT STUDENTS**

A student who is a resident of the District and who meets the applicable age requirements established by state law shall be admitted without payment of tuition to the school in the attendance area in which the student resides and may be admitted as a resident transfer student to another school in the District in accordance with the District's open enrollment policy.

The following students are residents of the District:

A. A student who is in the legal custody of a natural or adoptive parent or other person to whom custody has been granted by a court order and who resides with the parent or other person in the District.

B. A student who is an emancipated minor and whose place of residence is in the District. When determining whether a minor is emancipated, the Superintendent will consider such factors as whether the student is married, financially independent, and residing away from the family domicile with parental consent.

C. A student who is eighteen (18) years of age or older and whose place of residence is in the District.

D. A student who is homeless, and who attended a school in the District at the time of becoming homeless.

E. A student who resides with a family member living in the District while awaiting the outcome of a legal guardianship or custody proceeding if the family provides written documentary proof in accord with 15-821(D).

F. A student whose parent is transferred to or is pending transfer to a military installation within this state while on active military duty pursuant to an official military order. The parent shall provide proof of residency in the District to the local education agency within ten (10) days after the arrival date provided on official documentation.

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 residency of a student, natural or adoptive parent, or other person to whom custody of the student has been granted by court order shall be based upon evidence of the individual's physical presence and intent to remain in the District. Such evidence 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. PROOF OF RESIDENCY IS NOT REQUIRED FOR HOMELESS STUDENTS.

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):

- A. Valid Arizona driver's license, Arizona identification card
- B. Valid Arizona motor vehicle registration
- C. ~~Valid United States passport~~

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

C. Valid Arizona Address Confidentiality Program authorization card.

A public school shall accept the substitute address as the address of record and shall verify student enrollment eligibility through the secretary of state. The secretary of state shall facilitate the transfer of student records from one school to another.

D. Property deed

E. Mortgage documents

F. Property tax bill

G. Rental agreement or lease (including Section 8 agreement or off-base military housing)

H. Utility bill (water, electric, gas, cable, phone)

I. Bank or credit card statement

J. W-2 wage statement

K. Payroll stub

L. Certificate of tribal (506 Form) enrollment or other identification issued by a recognized Indian tribe located in Arizona.

M. Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)

N. Temporary on-base billeting facility (for military families)

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~~ have an affidavit of shared residency form completed 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. (JFAA-EB)

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.

15-802

15-816 *et seq.*

15-821

15-823

15-823.01

15-824

41-166

42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001,
as amended by the Every Student Succeeds Act (ESSA) of 2015

42 U.S.C. 11432

CROSS REF.:

IKEB - Acceleration

JFAB - Admission of Nonresident Students

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

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

JFAA-EA ©

EXHIBIT

**ADMISSION OF
RESIDENT STUDENTS**

ARIZONA RESIDENCY DOCUMENTATION FORM

Student _____ School _____

School District or Charter Holder _____

Parent/Legal Guardian _____

As the Parent/Legal Guardian of the Student, I attest that I am a resident of the State of Arizona and submit in support of this attestation a copy of the following document that displays my name and residential address or physical description of the property where the student resides:

_____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration

_____ ~~Valid U.S. passport~~

_____ Valid Arizona Address Confidentiality Program authorization card

_____ Real estate deed or mortgage documents

_____ Property tax bill

_____ Residential lease or rental agreement

_____ Water, electric, gas, cable, or phone bill

_____ Bank or credit card statement

_____ W-2 wage statement

_____ Payroll stub

_____ Certificate of tribal (506 Form) enrollment or other identification issued by a recognized Indian tribe ~~that contains an~~ in Arizona address.

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

_____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

_____ Temporary on-base billeting facility (for military families)

_____ I am currently unable to provide any of the foregoing documents. Therefore, I have provided an original affidavit signed and notarized by an Arizona resident who attests that I have established residence in Arizona with the person signing the affidavit. (JFAA-EB)

Signature of Parent/Legal Guardian

Date

Reproduction of ADE FORM 2306606 which may be used in lieu of this document

Arizona Department of Education
Arizona Residency Guidelines
REVISED April 24, 2019

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

JFAA-EB ©

EXHIBIT

**ADMISSION OF
RESIDENT STUDENTS**

**STATE OF ARIZONA
AFFIDAVIT OF SHARED RESIDENCE**

Student Name: _____

Parent/Legal Guardian Name: _____

School Name: _____

School District or Charter Holder: _____

Name of Arizona Resident: _____

I, (resident name) _____ swear or affirm
that I am a resident of the State of Arizona and that the persons listed
below reside with me at my residence, described as follows:

Persons who reside with me: _____

Location of my residence: _____

I submit in support of this attestation a copy of the following document
that displays my name and current residence address or physical
description of my property:

_____ Valid Arizona driver's license, Arizona identification card or motor
vehicle registration

_____ Valid Arizona Address Confidentiality Program authorization card

_____ Real estate deed or mortgage documents

_____ Property tax bill

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

- _____ Residential lease or rental agreement
- _____ Water, electric, gas, cable, or phone bill
- _____ Bank or credit card statement
- _____ W-2 wage statement
- _____ Payroll stub
- _____ Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe in Arizona
- _____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

Acknowledgement

Printed Name of Affiant: _____

Signature of Affiant: _____

State of Arizona

County of _____

The foregoing was acknowledged before me this _____ day of _____, 20 _____.

By _____.

My Commission Expires

Notary Public

Arizona Department of Education
Arizona Residency Guidelines
REVISED April 24, 2019

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

JFAA-EB ©

EXHIBIT

**~~ADMISSION OF
RESIDENT STUDENTS~~**

~~AFFIDAVIT OF SHARED RESIDENCE~~

~~I swear or affirm that I am a resident of the State of Arizona and that the persons listed below reside with me at my residence, described as follows:~~

~~Persons who reside with me:~~

~~Location of my residence:~~

~~I submit in support of this attestation a copy of the following document that displays my name and current residence address or physical description of my property:~~

~~_____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration~~

~~_____ Valid U.S. passport~~

~~_____ Real estate deed or mortgage documents~~

~~_____ Property tax bill~~

~~_____ Residential lease or rental agreement~~

~~_____ Water, electric, gas, cable, or phone bill~~

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

~~_____ Bank or credit card statement~~

~~_____ W 2 wage statement~~

~~_____ Payroll stub~~

~~_____ Certificate of tribal enrollment or other identification issued by
a recognized Indian tribe~~

~~_____ Documentation from a state, tribal or federal government agency
(Social Security Administration, Veteran's Administration, Arizona
Department of Economic Security)~~

Printed _____ Name _____ of _____ Affiant:

Signature _____ of _____ Affiant:

Acknowledgement

State of Arizona

County of _____

The foregoing was acknowledged before me this _____ day of _____,
20____,

By

My Commission Expires

_____ Notary Public

***Reproduction of ADE FORM 2306606 which may be used in lieu of this
document.***

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 649 (Rob Bueche)

Policy JFAB- Admission of Nonresident Students

Exhibit JFAB-EA

Exhibit JFAB-EB

Replaces language in the Arizona Department of Education Residency Guidelines to include updated and clarified language regarding nonresident students. Provisions have also been added for accommodating students from military families or students who are homeless.

HUSD Summary and Recommendation

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

**JFAB ©
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:

A. 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.

B. 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. PROOF OF RESIDENCY IS NOT REQUIRED FOR HOMELESS STUDENTS.

C. The student presents a certificate of educational convenience issued by the County School Superintendent pursuant to A.R.S. 15-825.

D. 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:

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

A. 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.

B. 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.

C. 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 Governing Board may admit children who are residents of the United States, but who are nonresidents of this state, without payment of tuition if all of the following conditions exist:

A. The child is enrolled in a year-round residential boarding academy located in this state specializing in intensive instruction and skill development in sports, music or acting.

B. The child's parents have executed a current notarized guardianship agreement covering the child while enrolled at the academy, which is a condition of enrollment at the academy and authorizes academy representatives to act on the child's parent's or legal guardian's behalf in making all decisions on a daily basis as to the child's activities and needs for medical, educational and other personal issues.

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

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 shall not include in its student membership count students who are not Arizona residents. Unless authorized by statute, 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):

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

A. Valid Arizona driver's license, Arizona identification card

B. Valid Arizona motor vehicle registration

~~C. Valid United States passport~~

C. Valid Arizona Address Confidentiality Program authorization card.

A public school shall accept the substitute address as the address of record and shall verify student enrollment eligibility through the secretary of state. The secretary of state shall facilitate the transfer of student records from one school to another.

D. Property deed

E. Mortgage documents

F. Property tax bill

G. Rental agreement or lease (including Section 8 agreement or off-base military housing)

H. Utility bill (water, electric, gas, cable, phone)

I. Bank or credit card statement

J. W-2 wage statement

K. Payroll stub

L. Certificate of tribal (506 Form) enrollment or other identification issued by a recognized Indian tribe located in Arizona.

M. Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)

N. Temporary on-base billeting facility (for military families)

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~~ **have an affidavit of shared residency form completed** 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

41-166

**42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001,
as amended by the Every Student Succeeds Act (ESSA) of 2015**

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

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

JFAB-EA ©

EXHIBIT

**TUITION/ADMISSION OF
NONRESIDENT STUDENTS**

ARIZONA RESIDENCY DOCUMENTATION FORM

Student _____ School _____

School District or Charter Holder _____

Parent/Legal Guardian _____

As the Parent/Legal Guardian of the Student, I attest that I am a resident of the State of Arizona and submit in support of this attestation a copy of the following document that displays my name and residential address or physical description of the property where the student resides:

_____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration

_____ ~~Valid U.S. passport~~

_____ Valid Arizona Address Confidentiality Program authorization card

_____ Real estate deed or mortgage documents

_____ Property tax bill

_____ Residential lease or rental agreement

_____ Water, electric, gas, cable, or phone bill

_____ Bank or credit card statement

_____ W-2 wage statement

_____ Payroll stub

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

_____ Certificate of tribal (506 Form) enrollment or other identification issued by a recognized Indian tribe ~~that contains an~~ in Arizona address.

_____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

_____ Temporary on-base billeting facility (for military families)

_____ I am currently unable to provide any of the foregoing documents. Therefore, I have provided an original affidavit signed and notarized by an Arizona resident who attests that I have established residence in Arizona with the person signing the affidavit. (JFAB-EB)

Signature of Parent/Legal Guardian

Date

Reproduction of ADE FORM 2306606 which may be used in lieu of this document

Arizona Department of Education
Arizona Residency Guidelines
REVISED April 24, 2019

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

JFAB-EB ©

EXHIBIT

**ADMISSION OF
NONRESIDENT STUDENTS**

**STATE OF ARIZONA
AFFIDAVIT OF SHARED RESIDENCE**

Student Name: _____

Parent/Legal Guardian Name: _____

School Name: _____

School District or Charter Holder: _____

Name of Arizona Resident: _____

I, (resident name) _____ swear or affirm that
I am a resident of the State of Arizona and that the persons listed below
reside with me at my residence, described as follows:

Persons who reside with me: _____

Location of my residence: _____

I submit in support of this attestation a copy of the following document
that displays my name and current residence address or physical
description of my property:

_____ Valid Arizona driver's license, Arizona identification card or motor
vehicle registration

_____ Valid Arizona Address Confidentiality Program authorization card

_____ Real estate deed or mortgage documents

_____ Property tax bill

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

- _____ Residential lease or rental agreement
- _____ Water, electric, gas, cable, or phone bill
- _____ Bank or credit card statement
- _____ W-2 wage statement
- _____ Payroll stub
- _____ Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe in Arizona
- _____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

Acknowledgement

Printed Name of Affiant: _____

Signature of Affiant: _____

State of Arizona

County of _____

The foregoing was acknowledged before me this _____ day of _____, 20 _____.

By _____.

My Commission Expires

Notary Public

Arizona Department of Education
Arizona Residency Guidelines
REVISED April 24, 2019

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

JFAB-EB ©

EXHIBIT

**~~TUITION / ADMISSION OF
NONRESIDENT STUDENTS~~**

~~AFFIDAVIT OF SHARED RESIDENCE~~

~~I swear or affirm that I am a resident of the State of Arizona and that the persons listed below reside with me at my residence, described as follows:~~

~~Persons who reside with me:~~

~~Location of my residence:~~

~~I submit in support of this attestation a copy of the following document that displays my name and current residence address or physical description of my property:~~

~~_____ Valid Arizona driver's license, Arizona identification card or motor vehicle registration~~

~~_____ Valid U.S. passport~~

~~_____ Real estate deed or mortgage documents~~

~~_____ Property tax bill~~

~~_____ Residential lease or rental agreement~~

~~_____ Water, electric, gas, cable, or phone bill~~

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

~~_____ Bank or credit card statement~~

~~_____ W-2 wage statement~~

~~_____ Payroll stub~~

~~_____ Certificate of tribal enrollment or other identification issued by a recognized Indian tribe~~

~~_____ Documentation from a state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)~~

Printed Name of Affiant: _____

Signature of Affiant: _____

Acknowledgement

State _____ of _____ Arizona
County of _____

The foregoing was acknowledged before me this _____ day of _____,
20____,

By

My Commission Expires

_____ Notary Public

Reproduction of ADE FORM 2306606 which may be used in lieu of this document.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 650 (Rob Bueche)

Regulation KDB-R- Public Right to Know/Freedom of Information

Deletes language to ensure districts provide access to public information records not designated as "restricted from release."

HUSD Summary and Recommendation

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

KDB-R ©

REGULATION

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 shall permit access to, or provide for the copying of, the records requested promptly 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.

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

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.

~~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. The fee will be collected prior to releasing material.

The fees will be based upon the following:

- A. _____ (____) per copy for materials indicated as Board minutes, agendas, financial records, contracts, courses of study, or statistical summaries.
- B. _____ (____) per copy for materials not listed above.
- C. Actual cost, if available, will be assessed.
- D. Free copies shall be furnished if they are to be used in claims against the United States.

Commercial Purpose

When a person requests copies, printouts or photographs of public records for a commercial purpose, the person shall provide a statement setting forth the commercial purpose for which the copies, printouts or photographs will be used. Upon being furnished the statement the Superintendent may furnish reproductions of the such requested records. The charge for such records shall include the following:

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

- A. A portion of the cost for the District to obtain the original or copies of the documents, printouts or photographs requested.
- B. A reasonable fee for the cost of time, materials, equipment and personnel in producing such reproduction.
- C. The value of the reproduction on the commercial market as best determined by the Superintendent.

If the Superintendent determines that the intended commercial use is a misuse of the requested public records or is an abuse of the right to receive public records, the Superintendent may apply to the Governor requesting that the Governor, by executive order, prohibit the furnishing of copies, printouts or photographs for such commercial purpose. If the Governor determines that such public record shall not be provided for commercial purpose the Governor shall issue an executive order prohibiting the providing of the requested records for such commercial purpose. If no order is issued within thirty days (30) of the date of application, the Superintendent shall provide reproductions of requested copies, printouts or photographs upon being paid the fee determined pursuant to this regulation.

The Superintendent shall advise the Board when District records are requested for commercial purposes.

POLICY SERVICES ADVISORY

Volume 31, Number 1

May 2019

Policy Advisory No. 646.....	Policy DIE — Audits/Financial Monitoring
Policy Advisory No. 647.....	Regulation IHAMB-R — Family Life Education
Policy Advisory No. 648.....	Policy JFAA — Admission of Resident Students Exhibits JFAA-EA, JFAA-EB
Policy Advisory No. 649.....	Policy JFAB — Admission of Nonresident Students Exhibits JFAB-EA, JFAB-EB
Policy Advisory No. 650.....	Regulation KDB-R—Public Right to Know/ Freedom of Information

POLICY ADVISORY DISCUSSION

These policy advisories are primarily the result of actions taken by the 54th Legislature, First Regular Session which convened in January 2019.

Policy Advisory No 646	Policy DIE — Audits/Financial Monitoring
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Senate Bill 1256 repealed A.R.S. 15-213 (Q) and (R); therefore Policy DIE, Audits/Financial Monitoring is modified by removing the requirements that “the district may not hire the same auditor or auditing firm for more than three (3) consecutive years” and “an auditor or auditing firm hired by a school district may not also receive consulting fees from that school district.” Because this law just went into effect in Laws 2018, Chapter 285, it is likely this law will have no practical effect on school districts.

Policy Advisory No 647	Regulation IHAMB-R — Family Life Education
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Senate Bill 1346 deleted A.R.S. 15-716(C) (this was commonly referred to as the “no promo homo” provision by advocates seeking its repeal). Therefore, this language has been deleted from regulation IHAMB-R. In addition, the State Board of Education is completing the process to make changes to Arizona Administrative Code R7-2-303 Sex Education and we expect these changes to be complete by the time this advisory is received. Because of this, and to avoid the confusion of sending out multiple advisories amending the same regulation, we have made this change now.

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

Policy Advisory No 648

**Policy JFAA — Admission of Resident Students
Exhibits — JFAA-EA, JFAA-EB**

Policy Advisory No 649

**Policy JFAB — Admission of Nonresident
Students
Exhibits — JFAB-EA, JFAB-E**

PAs Number 648 and 649 are essentially updates due to the revision of the Arizona Department of Education Arizona Residency Guidelines released on April 24, 2019. These PAs include Policies JFAA and JFAB and the exhibits JFAA-EA, JFAA-EB, JFAB-EA, and JFAB-EB. The new ADE form replaces ADE Form 2306606 which has been in the Manual exhibits. The ADE Guidelines are replicated below:

**Arizona Department of Education
Arizona Residency Guidelines
Revised 4/24/19**

INTRODUCTION

Local educational agencies are required to provide all children with equal access to public education at the elementary and secondary level. The U.S. Supreme Court held in Plyer v. Doe, 457 U.S. 202 (1982) that the undocumented or non-citizen status of a student (or his or her parent or guardian) is irrelevant to that student's entitlement to an elementary and secondary public education. However, to receive free public education in the State, students must be Arizona residents. Residents refers to those who are domiciled in Arizona and can provide proof of residence (see below). Pursuant to A.R.S. § 15-823, a school district or charter school may not include nonresident pupils in their student count and may not obtain state aid for those pupils.

*In Arizona, the "district of residence" of a student is determined by the residency of the parent or guardian with whom the student lives. Accordingly, it is the responsibility of the school districts and charter schools that receive state aid to ensure that their student/parent residency information is accurate and verifiable. **While a district may restrict the attendance of non-district residents based on available classroom space, inquiring into students' citizenship or immigration status, or that of their parents or guardians would not be relevant to establishing residency within the district***

The Department may audit schools to ensure that only Arizona resident students are reported for state aid. Any school district or charter school that cannot demonstrate the accuracy of any student's residency status through documents provided by the parent/guardian may be required to repay the state aid received for that student. The following provides information on verifiable documentation parents must provide to prove district of residency.

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

OPEN ENROLLMENT

Arizona's open enrollment policies allow a student to transfer to any public school of his or her choice, even if it is outside of the student's district of residence. There are two basic types of open enrollment policies:

- *Intra-district: Students transfer to another school within the resident school district.*
- *Inter-district: Students transfer to a school outside of their resident district.*

Under A.R.S. § 15-816 and A.R.S. § 15-816.01, intra-district and inter-district open enrollment policies are mandatory on all school districts, allowing students to apply for admission to any public school, based on available classroom space.

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. This document is designed to assist school districts and charter schools in meeting the legal requirements of the statute.

*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.** For members of the armed services, a school may enroll a student if the parent provides a hard-copy or electronic document of their transfer or pending transfer to a military installation within the state. The parent must provide official documentation of residency within ten days after the arrival date which may include a temporary on-base billeting facility as their address. **PROOF OF RESIDENCY IS NOT REQUIRED FOR HOMELESS STUDENTS.** 42 U.S.C. § 11432(g)(3)(C)(i).*

In general, students will fall into one of two 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 or 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.

1. **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** 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):*

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

- Valid Arizona driver's license, Arizona identification card
- Valid Arizona motor vehicle registration
- Valid Arizona Address Confidentiality Program authorization card
- Property deed
- Mortgage documents
- Property tax bill
- Rental agreement or lease (including Section 8 agreement or off-base military housing)
- Utility bill (water, electric, gas, cable, phone)
- Bank or credit card statement
- W-2 wage statement
- Payroll stub
- Certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe located in Arizona
- Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)
- Temporary on-base billeting facility (for military families)

A model Arizona Residency Documentation Form is available for schools at the end of this document.

2. **Parent(s) or legal guardian(s) that does not maintain his or her own residence:** The parent or legal guardian must have an **affidavit of shared residency** form completed 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 for 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 bearing the name and address of the person who maintains the residence. A model Affidavit of Shared Residence form is available for schools at the end of this document.

Finally, references to Arizona's Address Confidentiality Program (ACP) are included in the exhibits. The ACP was released as an Advisory Alert In 2014 - *Policy Services Advisory, Volume 26, Number 3, August 2014 - Policy Alert - Address Confidentiality Program*.

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

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.

Address Confidentiality Program (ACP) Mailing Address:

Office of the Secretary of State
Address Confidentiality Program
1901 W Madison St
Phoenix AZ 85009-5287

Address Confidentiality Program: 602-542-1653

Policy Advisory No 650

**Policy KDB-R—Public Right to Know/
Freedom of Information**

The language deleted from this regulation is necessary as districts must avoid denying access to or creating delays in providing public information regarding records which are not restricted for release.

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.

=====

If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, General Counsel/Associate Executive Director; 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

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

DISCUSSION Item 9D.

Former HUSD Administrative Offices

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9D
FROM:	Daniel Streeter, Superintendent	Reading
DATE:	July 9, 2019	Discuss X
SUBJECT:	Sale of former District Administrative Offices on Highway 69	Action
		Consent
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

SUPPORTING DATA

Superintendent Daniel Streeter will present an update to the HUSD Governing Board on the possible sale of the District Administrative Offices on Highway 69.

Arizona law allows school districts to sell or lease school property to the state, a county, a city, another school district, or a tribal government agency without voter approval provided the sale would not interfere with the District's operations. A.R.S. § 15-342(7). A School district must use its "best business judgment" in determining fair market value for the property. Public school districts cannot sell property at less than fair market value and cannot donate property, including to charitable causes and organizations, because of the prohibition against gifts of public funds. Typically, the fair market value of a property is determined through an independent appraisal.


SUMMARY & RECOMMENDATION

No action necessary. Presentation is for informational purposes only.

Sample Motion

N/A

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dan Streeter, (928)759-4000

ACTION Item 10A.

2019-2020

Budget

HUMBOLDT UNIFIED SCHOOL DISTRICT

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

FROM: Cynthia Windham Reading
Finance Director

DATE: July 9, 2019 Discuss

SUBJECT: FY 19/20 Action X
Adopted Budget

OBJECTIVE: Goal # 2 Planning for Future Student Needs

SUPPORTING DATA:

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

HIGHLIGHTS:

The following represent the highlights of the FY 19-20 proposed budget:

Maintenance and Operation Budget:

Base Level Support:

- \$4202.31 which includes an:
 - Increase of \$ 79.20 that represents inflation of 2%
 - Increase of \$111.16 that represents the recent legislation past to be used for teacher increases
- Current Maint. & Op budget projected to be: \$35,292,511; 2.8% increase
- Includes budget balance carryover estimate of \$1,373,002
 - To be revised to actual after all the conclusion of the encumbrance period at the end of August.

ADM

- Proposed budget was prepared using the FY 18/19 final 100 day numbers: 5321
- Represent a decrease in ADM of approx. 174 students from the beginning of FY18-19.
- Due to current-year funding, the District was required to revise down FY 18-19
- The District will continue to monitor the ADM in FY 19-20 and adjust as needed

WAGE INCREASE IN FY 19/20

Classified Staff/Prop 206: - Minimum Wage

- All classified staff were transitioned to the new Classified Job Level Placement Schedule approved by the Board on May 8, 2018
- This new placement provided all staff an increase by either advancing them to the minimum wage of the new Classified Job Level Placement Schedule, or applying a longevity increase, or in many cases both.
- Classified staff has been given an additional increase in the FY 19-20 school year, due to the minimum wage level of \$12.00 per hour by applying the same method as stated above.

Certified Teaching Staff:

- The District has calculated an increase of 5% for all teaching staff as a result of the 20% by 2020 legislation.
- Addendum contracts will be issued in July.

Professional Staff:

- The District has calculated a comparable increase of 5% in the FY 19-20 school year for all professional staff to be funded from the District's Additional Assistance fund.
- Addendum contracts will be issued in July.

Administrative Staff:

- The District has calculated an increase of 2% in the FY 19-20 school year for administrative staff, also to be funded from the District's Additional Assistance fund.
- Addendum contracts will be issued in July.

Capital Budget - District Additional Assistance:

- Newly-generated money is \$1,784,328 (Est. calculation less ADE sweep),
 - Should have received \$2,575,714; based on State formula
 - Represents approx. 69% of calculated funding
 - This is the second installment of a five-year commitment to restore the DAA to 100% of the formula adopted by the State.
- Estimated funding due to Prop 123 of \$244,600 has been applied to capital (DAA)
- Transfer of \$927,258 to Maintenance/Operation budget to fund the Professional Staff & Admin salary increases
- Current DAA budget projected to be \$3,302,243 (including anticipated carryover funds)
- Current capital reserves are projected to be \$1.6 million at the conclusion of FY 19-20 after current year requirements are met and also, dependent unforeseen capital needs throughout the year.
- **Last remaining *true* capital fund available**

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the adopted budget for FY 19-20 as presented.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director, 928-759-4000



STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Adopted	Version
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BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2020 was

Proposed

Adopted

Revised

Date _____

SIGNED

SIGNED

The FY 2020 budget file for the version described above will be uploaded via the Common Logon on ADE's website by July 10, 2019

July 10, 2019

Type the Date as MM/DD/YYYY

Superintendent Signature

Daniel Streeter

Superintendent Name (Typed Name)

District Contact Employee:

Cynthia Windham

Telephone: 928-759-4027

Email: nthia.windham@humboldtunified.ca

Rev. 5/19 Arizona Department of Education and Auditor General

5. Average salary of all teachers employed in FY 2018

6. Total percentage increase in average teacher salary since FY 2018

6/26/2019 12:09 PM

REVENUES AND PROPERTY TAXATION

1. Total Budgeted Revenues for Fiscal Year 2019	\$ 16,564,492
2. Estimated Revenues by Source for Fiscal Year 2020 (excluding property taxes)	

Local	1000	\$	7,277,330
Intermediate	2000	\$	3,684,446
State	3000	\$	6,769,787
Federal	4000	\$	2,655,152
TOTAL		\$	20,386,715

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

Prior FY 2019

4.0553

Primary Tax Rate:

Secondary Tax Rates:

M&O Override

Special Program Override

Capital Overide

Class A Bonds
Capital Overdue

Class A Bonds

CLASS B BONDS

CIED

Desegregation
Total Secondary Tax Rate

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

	Budgeted Expenditures	Budget Limit
1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)	\$ 35,292,511	\$ 35,292,511
2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line A.12)	\$ <u>Check this box if your district had no sales</u>	\$ 3,302,243
3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line 18 including supporting districts and some CTEOs)	\$ <u>18</u>	\$ 5,543,342
4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)		44,138,096

AVERAGE TEACHER SALARIES (A.R.S. §15-903.E)

1. Average salary of all teachers employed in FY 2020 (budget year)
2. Average salary of all teachers employed in FY 2019 (prior year)
3. Increase in average teacher salary from the prior year
4. Percentage increase

Comments on average salary calculation (Optional): The average teacher salary does not include the additional Prop 301 pay projected to be approximately \$8,000 in FY 19-20

5. Average salary of all teachers employed in FY 2018

6. Total percentage increase in average teacher salary since FY 2018

DISTRICT CONTACT INFORMATION

Prefix	First Name	Last Name	Suffix	Email Address	Telephone Number
Mr.	Daniel	Streeter		daniel.streeter@humboldtunified.com	928-759-4000
Mr.	Cole	Young		cole.young@humboldtunified.com	928-759-5016
Mrs.	Cynthia	Windham		cynthia.windham@humboldtunified.com	928-759-4027
Mrs.	Cynthia	Windham		cynthia.windham@humboldtunified.com	928-759-4027
Mrs.	Ananda	Estrada		amanda.estrada@humboldtunified.com	928-759-4004
Mrs.	Leticia	Barker		leticia.barker@humboldtunified.com	928-759-4012
Mrs.	Leticia	Barker		leticia.barker@humboldtunified.com	928-759-4012
Mr.	Kenneth	Fox		kenneth.fox@humboldtunified.com	928-759-5192
Mr.	Ryan	Gray		ryan.gray@humboldtunified.com	928-759-5007
Mr.	Richard	Adler		richard.adler@humboldtunified.com	928-759-5007
Mrs.	Suzie	Roth		suzie.roth@humboldtunified.com	928-759-5007
Mr.	Paul	Ruwald		paul.ruwald@humboldtunified.com	928-759-5007
Mr.	Cory	Christians		cory.christians@humboldtunified.com	928-759-5007

Superintendent
 Executive Assistant to Superintendent
 Chief Financial Officer
 Business Manager
 School District Employee Report (SDER) Coordinator
 SPED Data Reporting Coordinator
 AzEDS/ADM Data Coordinator
 Transportation Data Reporting Coordinator
 Governing Board Member
 Governing Board Member
 Governing Board Member
 Governing Board Member
 Governing Board Member
 Governing Board Member
 Governing Board Member

SELECT from Dropdown

Tyler Technologies (Schoolmaster)

Accounting Information System

District's website home page address

www.humboldtunified.com

DISTRICT NAME Humboldt Unified School District No. 22 **COUNTY** YAVAPAI **CTD NUMBER** 130222000 **VERSION** Adopted

FUND 001 (M&O) **MAINTENANCE AND OPERATION (M&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 2019	Budget FY 2020	
100 Regular Education	243.61	226.36	9,912,963	3,109,633	606,124	1,510,147	1,224	15,030,150	15,140,091	0.7%
1000 Instruction										
2000 Support Services										
2100 Students	26.25	25.25	1,059,015	406,654	2,015	5,268	550	1,653,743	1,473,502	-10.9%
2200 Instructional Staff	18.01	17.00	665,539	255,691	2,214	1,900	19,700	1,173,146	945,044	-19.4%
2300 General Administration	3.00	3.00	293,789	93,611	88,365	6,700	19,817	503,292	502,282	-0.2%
2400 School Administration	28.00	27.00	1,376,766	485,882	26,314	2,593	539	1,877,939	1,892,094	0.8%
2500 Central Services	17.95	18.45	689,330	315,397	144,611	71,076	21,215	1,202,335	1,241,629	3.3%
2600 Operation & Maintenance of Plant	48.00	48.50	1,378,804	681,107	1,186,066	1,228,554	119	3,693,353	4,474,650	21.2%
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	0.00	0.85	51,500	16,891	2,125	500	0	69,936	71,016	1.5%
3100 School-Sponsored Curricular Activities	0.00	0.00	44,725	9,151	0	0	0	50,461	53,876	6.8%
620 School-Sponsored Athletics	1.00	1.00	187,358	42,476	0	0	11,225	230,873	241,059	4.4%
630 Other Instructional Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
700, 800, 900 Other Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal (lines 1-13)	385.82	367.41	15,659,789	5,416,493	2,057,834	2,826,738	74,389	25,485,228	26,035,243	2.2%
200 and 300 Special Education										
1000 Instruction	101.76	99.72	2,747,546	1,383,268	187,166	6,000	1,000	4,265,631	4,324,980	1.4%
2000 Support Services										
2100 Students	16.85	18.30	1,137,394	361,763	11,158	900		1,334,868	1,511,215	13.2%
2200 Instructional Staff	2.00	2.00	160,455	47,767	2,300	11,000	200	202,205	221,722	9.7%
2300 General Administration	0.00	0.00	0	0	0	0	0	0	0	0.0%
2400 School Administration	0.00	0.60	32,137	11,061	0	0	0	29,903	43,198	44.5%
2500 Central Services	0.00	0.00	0	0	1,250	0	150	4,370	1,400	-68.0%
2600 Operation & Maintenance of Plant	0.00	0.00	0	0	0	0	0	916	0	-100.0%
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 15-23)	120.61	120.62	4,077,532	1,803,859	201,874	18,900	1,350	5,839,193	6,103,515	4.5%
400 Pupil Transportation	58.42	57.30	1,509,807	743,226	164,735	457,950	215	2,743,724	2,875,933	4.8%
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	0.00	0.00	0	0	0	0	0	0	0	0.0%
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	0.00	0.00	0	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	4.00	4.00	205,808	72,012	0	0	0	256,930	277,820	8.1%
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	568.85	549.33	21,452,936	8,035,590	2,424,443	3,303,588	75,954	34,325,075	35,292,511	2.8%

The district has budgeted an amount in the M&O Fund equal to the General Budget Limit as calculated on page 7 of 8.

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

CTD NUMBER 130222000 VERSION Adopted

SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Programs 200 and 300)

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY
1. Total All Disability Classifications	5,542,579	5,780,758
2. Gifted Education	0	
3. Remedial Education	0	
4. ELL Incremental Costs	0	
5. ELL Compensatory Instruction	0	
6. Vocational and Technical Education (non-CTED)	296,614	322,757
7. Career Education (non-CTED)	0	
8. Career Technical Education (CTED)	0	
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	5,839,193	6,103,515

Proposed Ratios for Special Education

(A.R.S. §§ 15-903 E.1 and 15-764.A.5)

Teacher-Pupil 1 to 17

Staff-Pupil 1 to 5

Estimated FTE Certified Employees

(A.R.S. § 15-903.E.2)

Number of FTE - Certified Employees

Number of FTE - Certified Purchased Services Personnel

Prior FY	Budget FY
357.50	348.80
	3.20

Expenditures Budgeted for Audit Services

M&O Fund - Nonfederal	6350	57,150
All Funds - Federal	6330	

FY 2020 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.

Expenditures Budgeted in the M&O Fund for Food Service

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 71,016

(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))

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

CTD NUMBER

130222000

VERSION Adopted

Expenditures	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500 6810, 6890	Supplies 6600	Interest on Short-Term Debt 6850	Totals	% Increase/ Decrease
Classroom Site Fund 011 - Base Salary							
1000 Regular Education							
1000 Instruction	493,594	99,120				588,122	0.8% 1.
2100 Support Services - Students						0	0.0% 2.
2200 Support Services - Instructional Staff						0	0.0% 3.
Program 100 Subtotal (lines 1-3)	493,594	99,120				588,122	0.8% 4.
200 and 300 Special Education							
1000 Instruction	70,032	14,074				73,129	15.0% 5.
2100 Support Services - Students						0	0.0% 6.
2200 Support Services - Instructional Staff						0	0.0% 7.
Program 200 and 300 Subtotal (lines 5-7)	70,032	14,074				73,129	15.0% 8.
Other Programs (Specify)							
1000 Instruction						2,385	-100.0% 9.
2100 Support Services - Students						0	0.0% 10.
2200 Support Services - Instructional Staff						0	0.0% 11.
Other Programs Subtotal (lines 9-11)	0	0				2,385	-100.0% 12.
Total Expenditures (lines 4, 8, and 12)	563,626	113,194				676,820	2.0% 13.
Classroom Site Fund 012 - Performance Pay							
100 Regular Education							
1000 Instruction	1,078,144	216,420				1,340,477	-3.4% 14.
2100 Support Services - Students						0	0.0% 15.
2200 Support Services - Instructional Staff						0	0.0% 16.
Program 100 Subtotal (lines 14-16)	1,078,144	216,420				1,340,477	-3.4% 17.
200 and 300 Special Education							
1000 Instruction	148,346	29,873				149,821	19.0% 18.
2100 Support Services - Students						0	0.0% 19.
2200 Support Services - Instructional Staff						0	0.0% 20.
Program 200 and 300 Subtotal (lines 18-20)	148,346	29,873				149,821	19.0% 21.
Other Programs (Specify)							
1000 Instruction						1,785	-100.0% 22.
2100 Support Services - Students						0	0.0% 23.
2200 Support Services - Instructional Staff						0	0.0% 24.
Other Programs Subtotal (lines 22-24)	0	0				1,785	-100.0% 25.
Total Expenditures (lines 17, 21, and 25)	1,226,490	246,293				1,492,083	-1.3% 26.
Classroom Site Fund 013 - Other							
100 Regular Education							
1000 Instruction	808,664	152,215				1,660,343	-42.1% 27.
2100 Support Services - Students						0	0.0% 28.
2200 Support Services - Instructional Staff			821,271			821,271	413.3% 29.
Program 100 Subtotal (lines 27-29)	808,664	152,215	821,271			1,820,343	-2.1% 30.
200 and 300 Special Education							
1000 Instruction	140,030	28,212				131,761	27.7% 31.
2100 Support Services - Students						0	0.0% 32.
2200 Support Services - Instructional Staff						0	0.0% 33.
Program 200 and 300 Subtotal (lines 31-33)	140,030	28,212	0			131,761	27.7% 34.
530 Dropout Prevention Programs							
1000 Instruction						0	0.0% 35.
Other Programs (Specify)							
1000 Instruction						3,894	-100.0% 36.
2100, 2200 Support Serv. Students & Instructional Staff						0	0.0% 37.
Other Programs Subtotal (lines 36-37)	0	0				3,894	-100.0% 38.
Total Expenditures (lines 30, 34, 35, and 38)	948,694	180,427	821,271			1,955,998	-0.3% 39.
Total Classroom Site Funds (lines 13, 26, and 39)	2,738,810	539,914	821,271			4,099,995	-0.3% 40.

The district has budgeted an amount in Fund 011 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

The district has budgeted an amount in Fund 012 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

The district has budgeted an amount in Fund 013 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

CTD NUMBER

130222000

VERSION

Adopted

FUND 610

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 2019	Budget FY 2020	
Unrestricted Capital Outlay Override (1)									
Unrestricted Capital Outlay Fund 610 (6)									
1000 Instruction							0	0	0.0%
2000 Support Services	177,000	514,269	133,000				863,652	824,269	-4.6%
2100, 2200 Students and Instructional Staff							46,122	0	-100.0%
2300, 2400, 2500, 2900 Administration			373,385				371,829	373,385	0.4%
2600 Operation & Maintenance of Plant						30,000	30,000	30,000	0.0%
2700 Student Transportation			360,825				22,096	360,825	1533.0%
3000 Operation of Noninstructional Services (5)							0	0	0.0%
4000 Facilities Acquisition and Construction						1,713,765	2,705,738	1,713,765	-36.7%
5000 Debt Service							0	0	0.0%
Total Unrestricted Capital Outlay Fund (lines 2-9)	177,000	514,269	867,210	0	0	1,743,765	4,039,437	3,302,244	-18.2%

The district has budgeted greater in the UCO Fund than the Unrestricted Capital Budget Limit as calculated on Page 8 of 8 by \$1.

(1) 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.

(2) Detail by object code:

Unrestricted Capital Outlay	
6641 Library Books	47,000
6642 Textbooks	467,269
6643 Instructional Aids	25,000
673X Furniture and Equipment	381,097
673X Vehicles	
673X Tech Hardware & Software	

(3) Includes principal on Capital Equity Fund loans of _____, principal on capital leases of _____, and principal on bonds of _____.

(4) Includes interest on Capital Equity Fund loans of _____, interest on capital leases of _____, and interest on bonds of _____.

(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. _____

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

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VERSION Adopted

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

Expenditures	UNRESTRICTED CAPITAL OUTLAY		BOND BUILDING		NEW SCHOOL FACILITIES		ADJACENT WAYS	
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY
Total Fund Expenditures	4,039,437	3,302,244	514,583	444,585	0	0	0	0
Select Object Codes Detail (1)								
6150 Classified Salaries	0		0		0		0	
6200 Employee Benefits	0		0		0		0	
6450 Construction Services	2,735,738	1,743,765	514,583	444,585	0		0	
6710 Land and Improvements	0		0		0		0	
6720 Buildings and Improvements	0		0		0		0	
673X Furniture and Equipment	138,256	25,000	0		0		0	
673X Vehicles	10,500	0	0		0		0	
673X Technology Hardware & Software	384,132	381,097	0		0		0	
6831, 6832 Redemption of Principal	0		0		0		0	
6841, 6842, 6850 Interest	0		0		0		0	
Total (lines 2-11)	3,268,626	2,149,862	514,583	444,585	0	0	0	0
Total amounts reported on lines 2-11 above for:								
Renovation	2,735,738	1,743,765	493,983	423,985			0	
New Construction	0		0				0	
Other	0	406,097	20,600	20,600			0	
Total (lines 13-15, must equal line 12)	2,735,738	2,149,862	514,583	444,585	0	0	0	0

(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.

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2020

\$

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

CTD NUMBER 130222000

VERSION Adopted

SPECIAL PROJECTS

		FTE		TOTAL ALL FUNCTIONS	
		Prior FY	Budget FY	Prior FY	Budget FY
6000	FEDERAL PROJECTS				
6000	1. 100-130 ESEA Title I - Helping Disadvantaged Children	32.46	0.00	1,906,510	1.
6000	2. 140-150 ESEA Title II - Prof. Dev. and Technology	1.09	0.00	377,106	2.
6000	3. 160 ESEA Title IV - 21st Century Schools	0.00	0.00	30,000	0.
6000	4. 170-180 ESEA Title V - Promote Informed Parent Choice	0.00	0.00	0	0.
6000	5. 190 ESEA Title III - Limited Eng. & Immigrant Students	0.00	0.00	71,040	5.
6000	6. 200 ESEA Title VII - Indian Education	0.00	0.00	0	0.
6000	7. 210 ESEA Title VI - Flexibility and Accountability	0.00	0.00	0	0.
6000	8. 220 IDEA Part B	16.00	0.00	1,369,091	8.
6000	9. 230 Johnson-O'Malley	0.00	0.00	0	0.
6000	10. 240 Workforce Investment Act	0.00	0.00	0	0.
6000	11. 250 AEA - Adult Education	0.00	0.00	0	0.
6000	12. 260-270 Vocational Education - Basic Grants	0.00	0.00	166,182	12.
6000	13. 280 ESEA Title X - Homeless Education	0.00	0.00	0	0.
6000	14. 290 Medicaid Reimbursement	5.61	0.00	1,718,026	10,000
6000	15. 374 E-Rate	0.00	0.00	115,196	15.
6000	16. 378 Impact Aid	0.00	0.00	0	0.
6000	17. 300-399 Other Federal Projects (Besides E-Rate & Impact Aid)	2.00	0.00	1,528,217	17.
6000	18. Total Federal Project Funds (lines 1-17)	57.16	0.00	7,281,368	5,543,342
6000	STATE PROJECTS				
6000	19. 400 Vocational Education	0.00	0.00	43,752	19.
6000	20. 410 Early Childhood Block Grant	0.00	0.00	0	0.
6000	21. 420 Ext. School Yr. - Pupils with Disabilities	0.00	0.00	0	0.
6000	22. 425 Adult Basic Education	0.00	0.00	0	0.
6000	23. 430 Chemical Abuse Prevention Programs	0.00	0.00	0	0.
6000	24. 435 Academic Contests	0.00	0.00	1,125	24.
6000	25. 450 Gifted Education	0.00	0.00	4,311	25.
6000	26. 456 College Credit Exam Incentives	0.00	0.00	18,161	26.
6000	27. 457 Results-based Funding	4.72	0.00	376,117	27.
6000	28. 460 Environmental Special Plate	0.00	0.00	0	0.
6000	29. 465-499 Other State Projects	3.00	0.00	229,292	29.
6000	30. Total State Project Funds (lines 19-29)	7.72	0.00	672,758	30.
6000	31. Total Special Projects (lines 18 and 30)	64.88	0.00	7,954,126	6,216,100
6000	INSTRUCTIONAL IMPROVEMENT FUND (020)				
6000	1. Teacher Compensation Increases	71,352	71,352	1.	1.
6000	2. Class Size Reduction	271	271	2.	2.
6000	3. Dropout Prevention Programs (M&O purposes)	0	0	0.	0.
6000	4. Instructional Improvement Programs (M&O purposes)	412,788	412,788	4.	4.
6000	5. Total Instructional Improvement Fund (lines 1-4)	484,411	484,411	5.	5.

OTHER FUNDS

		Prior FY	Budget FY
6000	1. 050 County, City, and Town Grants	2,100	0
6000	2. 071 English Language Learner (1)	142,309	158,773
6000	3. 072 Compensatory Instruction (1)	0	0
6000	4. 500 School Plant (2)	210,411	210,411
6000	5. 510 Food Service	3,152,457	3,152,457
6000	6. 515 Civic Center	187,649	230,221
6000	7. 520 Community School	238,565	238,565
6000	8. 525 Auxiliary Operations	762,045	762,045
6000	9. 526 Extracurricular Activities Fees Tax Credit	811,640	811,640
6000	10. 530 Gifts and Donations	205,220	205,220
6000	11. 535 Career & Tech. Ed. & Voc. Ed. Projects	0	0
6000	12. 540 Fingerprint	2,298	2,298
6000	13. 545 School Opening	0	0
6000	14. 550 Insurance Proceeds	378,752	378,752
6000	15. 555 Textbooks	21,154	21,154
6000	16. 565 Litigation Recovery	25,808	25,808
6000	17. 570 Indirect Costs	1,891,479	104,030
6000	18. 575 Unemployment Insurance	107,248	107,248
6000	19. 580 Teacherage	0	0
6000	20. 585 Insurance Refund	0	0
6000	21. 590 Grants and Gifts to Teachers	21,630	21,630
6000	22. 595 Advertisement	5,726	5,726
6000	23. 596 Career Technical Education	545,680	545,680
6000	24. 639 Impact Aid Revenue Bond Building	0	0
6000	25. 650 Gifts and Donations-Capital	36,448	36,448
6000	26. 660 Condemnation	0	0
6000	27. 665 Energy and Water Savings	648,282	648,282
6000	28. 686 Emergency Deficiencies Correction	0	0
6000	29. 691 Building Renewal Grant	243,554	243,554
6000	30. 700 Debt Service	3,793,300	3,793,300
6000	31. 720 Impact Aid Revenue Bond Debt Service	0	0
6000	32. Other 855	6,338,260	6,338,260
6000	INTERNAL SERVICE FUNDS 950-989		
6000	1. 9 Self-Insurance	0	0
6000	2. 955 Intergovernmental Agreements	0	0
6000	3. 9 OPEB	0	0
6000	4. 9	0	0

(1) From Supplement, line 10 and line 20, respectively.

(2) Indicate amount budgeted in Fund 500 for M&O purposes

\$ 210,411

CALCULATION OF FY 2020 GENERAL BUDGET LIMIT
(A.R.S. §15-947.C)

		A. Maintenance and Operation	B. Unrestricted Capital Outlay
*1. FY 2020 Revenue Control Limit (RCL) (from APOR55 tab, page 4)	\$ 32,972,251	\$ 32,972,251	\$ 0
*2. (a) FY 2020 District Additional Assistance (DAA) (from APOR55 tab, page 5)	\$ 2,575,714		
(b) DAA Reduction for State Budget Adjustments (from APOR55 tab, page 5)	791,385		
(c) Total DAA (line 2.a minus 2.b)	\$ 1,784,329	927,258	857,071
*3. FY 2020 Override Authorization (A.R.S. §§15-481 and 15-482 or 15-949 if small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)			
(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) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824)			
Local (Do not include full-day kindergarten or summer school tuition)			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts		20,000	
(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 amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(e)] (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 Calculations page, Calculation of Tuition Out for High School Students, line 5) (A.R.S. §15-910.M)		0	
* (c) Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 13) (A.R.S. §15-943.01)		1,373,002	
(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 2018 (A.R.S. §15-910.N)			
* (f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (g) FY 2019 Performance Pay Unexpended Budget Carryforward (from Calculation page, Calculation of M&O Fund Budget Balance Carryforward, line 10.f) (A.R.S. §15-920)		0	
(h) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214)			
* (i) 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) Include year(s) and descriptions, as applicable.			
(a) Prior Year Over Expenditures/Resolutions:			
(b) Decrease for Transfer from M&O to Energy and Water Savings Fund			
(c) Increase for Energy and Water Savings Fund Transfer to M&O			
(d) Noncompliance Adjustment			
(e) ADM/Transportation Audit Adjustment			
(f) Other:			
*10. Estimated Allocation of Additional Funding (2016 Prop 123 & Laws 2015, 1st S.S., Ch. 1, §6)			244,600
11. FY 2020 General Budget Limit (column A, lines 1 through 10) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)	\$ 35,292,511		
12. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 10) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ 1,101,671

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

CALCULATION OF FY 2020 UNRESTRICTED CAPITAL BUDGET LIMIT AND CLASSROOM SITE FUND BUDGET LIMIT
(A.R.S. §15-947.D and A.R.S. §15-978)

UNRESTRICTED CAPITAL BUDGET LIMIT

A. 1. FY 2019 Unrestricted Capital Budget Limit (UCBL) (from FY 2019 latest revised Budget, page 8, line A.12)	\$ 4,039,438
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 2019 Capital Expenditures (line A.1 + A.2)	\$ 4,039,438
4. Amount Budgeted in Fund 610 in FY 2019 (from FY 2019 latest revised Budget, page 4, line 10)	\$ 4,039,437
5. Lesser of line A.3 or the sum of line A.4 and any positive adjustment on line A.2	\$ 4,039,437
6. FY 2019 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 1,872,320
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.	\$ 2,167,117
8. Interest Earned in Fund 610 in FY 2019	\$ 33,455
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 2020 (A.R.S. §15-905.M) Include year(s) and descriptions, as applicable. (a) Prior Year Over Expenditures/Resolutions:	\$ 0
(b) ADM/Transportation Audit Adjustment	\$ 0
(c) Other:	\$ 0
11. Amount to be Used for Capital Expenditures (from page 7, line 12)	\$ 1,101,671
12. FY 2020 Unrestricted Capital Budget Limit (lines A.7 through A.11) (1)	\$ 3,302,243

CLASSROOM SITE FUND BUDGET LIMIT

	Fund 011	Fund 012	Fund 013	Total Fund 010
B. 1. FY 2019 Classroom Site Fund Budget Limit (from FY 2019 latest revised Budget, page 8, line B.7)	663,636	1,492,083	1,955,998	4,111,717
2. FY 2019 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	543,777	1,148,104	1,134,723	2,826,604
3. Unexpended Budget Balance (line B.1 minus B.2)	119,859	343,979	821,275	1,285,113
4. Interest Earned in the Classroom Site Fund in FY 2019	177	15,236	15,549	30,962
5. FY 2020 Classroom Site Fund Allocation (provided by ADE, based on \$434) Enter the total allocation in the Total Fund 010 column. Funds 011, 012, and 013 will automatically calculate.	556,783.54	1,113,567.08	1,113,567.08	2,783,917.71
6. Adjustments to FY 2020 Classroom Site Fund Budget Limit (2)	0	0	0	0
7. FY 2020 Classroom Site Fund Budget Limit (Sum of lines B.3 through B.6) (3)	676,820	1,472,783	1,950,392	4,099,993

- (1) The amount budgeted on page 4, line 10 cannot exceed this amount.
 (2) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.
 (3) The amounts budgeted on page 3, lines 13, 26, 39, and 40 cannot exceed the respective amounts on this line.

**SUPPLEMENT TO SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET FOR DISTRICTS THAT BUDGET FOR
ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)**

English Language Learners Supplement Expenditures	FTE Prior FY	FTE Budget FY	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
									Prior FY 2019	Budget FY 2020	
English Language Learner Fund 071 (A.R.S. §15-756.04)											
1000 Instruction	1.	0.00							133,685	0	-100.0%
2000 Support Services	2.	0.00							0	0	0.0%
2100 Students	3.	0.00							8,624	0	-100.0%
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	0	0	0	0	0	0	142,309	0	-100.0%
Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)		0.00									
Compensatory Instruction Fund 072 (A.R.S. §15-756.11)											
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%
2700 Student Transportation	19.	0.00							0	0	0.0%
2900 Other	20.	0.00	0	0	0	0	0	0	0	0	0.0%
Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)		0.00									

DATA ENTRY SHEET**FY 2020 LEGISLATIVE AMOUNTS**

Base Level Amount (A.R.S. §15-901, as amended by Laws 2019, Ch. 265, §7)	\$ 4,150.43
State Support Level per Route Mile (A.R.S. §15-945, as amended by Laws 2019, Ch. 265, §10)	
0.5 mile or less OR more than 1.0 mile	\$ 2.69
More than 0.5 mile through 1.0 mile	\$ 2.20
Qualifying Tax Rate for districts except career technical education districts	1.8954

UNWEIGHTED STUDENT COUNT

All districts must complete lines 1 through 6 below.

Prior years ADM amounts (lines 1 and 2) are used to calculate district additional assistance (DAA), including DAA growth factor if applicable, in accordance with A.R.S. §15-961. Estimated current year ADM (lines 3 through 6) is used to calculate the Group A weighted student count included in the Base Support Level calculation on the APOR55 tab, page 4.

Prior Years ADM (A.R.S. §§15-901 and 15-961)	PSD	K-8	9-12	Total
1. FY 2018 100th-Day ADM				5,494.384
2. FY 2019 100th-Day ADM	38,217	3,699.465	1,583.514	5,321.196
Current Year ADM (A.R.S. §§15-943 and 15-808)				
3. FY 2020 Estimated Non-AOI Student Count	38,217	3,699.465	1,565.070	5,302.752
4. FY 2020 Estimated AOI Full-Time Student Count		0.000	18.443	18.443
5. FY 2020 Estimated AOI Part-Time Student Count		0.000	0.000	0.000
6. Total FY 2020 Estimated Student Count	38,217	3,699.465	1,583.513	5,321.195

STUDENT COUNT BY CATEGORY

Student counts used to calculate the Group B weighted add-on count used in calculating the Base Support Level.

	Non-AOI Student Count	AOI Full-Time Student Count	AOI Part-Time Student Count
7. K-3 Reading	1,432.211	0.000	0.000
8. K-3	1,432.211	0.000	0.000
9. ELL	180.520	0.010	0.000
10. HI	1.000	0.000	0.000
11. MD-R, A-R, and SID-R	39.040	0.000	0.000
12. MD-SC, A-SC, and SID-SC	29.109	0.000	0.000
13. MD-SSI	10.000	0.000	0.000
14. OI-R	1.410	0.000	0.000
15. OI-SC	7.180	0.000	0.000
16. P-SD	2.445	0.000	0.000
17. DD*, ED, MIID, SLD, SLI*, and OHI	509.400	189.970	0.000
18. ED-P	13.200	0.000	0.000
19. MOID	9.440	0.000	0.000
20. VI	0.000	0.000	0.000
21. Total Add-on Count (lines 7 through 20)	3,667.166	189.980	0.000

*School aged students only

ADJUSTMENTS TO BASE SUPPORT LEVEL/BASE REVENUE CONTROL LIMIT (A.R.S. §15-944.E)

1. ☐ Check box if district is designated as a small isolated district by the State Board of Education. (A.R.S. §15-901)
2. ☒ Check box if the district has been approved for additional monies for teacher compensation by the State Board of Education. (A.R.S. §15-952)
3. ☐ Check box if the district has been approved to provide 200 days of instruction by ADE. (A.R.S. §15-902.04)

4. Adjusted FY 2020 Base Level Amount	\$4,202.31
5. Actual Teacher Experience Index (TEI) from FY 2019 Teacher Experience Report (if actual TEI is less than 1.0000 use 1.0000) (A.R.S. §15-941)	1.0000
6. FY 2018 actual non-federal audit expenditures from all funds (A.R.S. §15-914.F)	\$58,684.85
7. FY 2018 actual federal audit expenditures from all funds	\$0.00
8. FY 2018 actual total audit expenditures from all funds (line 6 plus line 7)	\$58,684.85

TRANSPORTATION (A.R.S. §§15-816.01, 15-945, as amended by Laws 2019, Ch. 265, §10, and 15-946)

1. FY 2019 Approved Daily Route Miles	3,956.00
2. Number of Eligible Students Transported in FY 2019	2,109.00
3. FY 2019 Annual Expenditure for Bus Tokens	\$0.00
4. FY 2019 Annual Expenditure for Bus Passes	\$0.00
5. Actual Route Miles traveled in July and August 2018 to Transport Pupils w/Disabilities for Extended School Year	1,759.00
6. Estimated Route Miles Traveled in June 2019 to Transport Pupils w/Disabilities for Extended School Year	7,876.00

OTHER INFORMATION

1. Capital Transportation Adjustment (A.R.S. §15-963 B)	
a. PSD	\$0.00
b. K-8	\$0.00
c. 9-12	\$0.00
2. Actual DAA State Budget Reduction Amount calculated by ADE (leave blank for budget adoption)	
a. PSD and K-8	
b. 9-12	
3. Consolidation/Unification Increase for Transitional Costs incurred in first year (A.R.S. §§15-912 and 15-912.01)	\$0.00

ASSESSED PROPERTY VALUATIONS

4. 2019 Primary Assessed Valuation (AV)	\$456,747,006
5. 2019 Primary Assessed Valuation (AV2)	\$0
6. 2019 Salt River Project (SRP) Valuation	\$87,000
7. 2019 Government Property Lease Excise Tax Assessed Valuation	

BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01)

8. Adjustments to the General Budget Limit (from FY 2019 BUDG75)	
9. FY 2019 M&O Fund actual expenditures (from FY 2019 AFR)	\$32,952,073.00
10. FY 2019 M&O Fund Actual Expenditures (if any) for:	
a. Special Program Override	\$0.00
b. Desegregation (A.R.S. §15-910)	\$0.00
c. Tuition Out Debt Service	\$0.00
d. Dropout Prevention Programs	\$0.00
e. Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)	\$0.00
f. Performance Pay (A.R.S. §15-920)	\$0.00
11. Budget Balance Carryforward transferred to the School Opening Fund (if any)	

DATA ENTRY SHEET

DISTRICTS RECEIVING FEDERAL IMPACT AID REVENUES (A.R.S. §15-905.R):

12. FY 2020 Impact Aid Revenue	\$0.00
13. Impact Aid revenue deposited in FY 2020 to the Impact Aid Revenue Bond Debt Service Fund for principal and interest	\$0.00
14. Impact Aid revenue transferred in FY 2020 to the M&O Fund to provide cash for the TRCL/TSL difference	\$0.00
15. Impact Aid revenue transferred in FY 2020 to the M&O Fund to reduce or eliminate taxes	\$0.00
16. FY 2019 Ending Cash Balance in the Impact Aid Fund	\$0.00

DISTRICTS OPERATING UNDER THE PROVISIONS OF THE SMALL SCHOOL ADJUSTMENT (A.R.S. §15-949):

17. ☐ Check box if the district previously operated under a small school adjustment and no longer qualifies based on current year ADM. The phase down limit for an override election pursuant to A.R.S. §15-481 is shown in the appropriate section of the Calculations page. If this box is checked, the district must complete line 18 below.

18. Enter the fiscal year that the district exceeded the allowable student counts for the first time. (A.R.S. §15-949.C and .E)	FY
19. For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).	

DISTRICTS NEEDING BSL ADJUSTMENT DUE TO TUITION LOSS (A.R.S. §§15-954 and 15-902.01):

Only complete this section if the district receives less tuition from a district which is inside or outside of this state because the district of residence began to offer instruction in one or more high school grade levels not previously offered.

20. Base year - the fiscal year before the other district began to offer instruction	FY
21. Base year Attending ADM Grades 9-12	
22. Number of tuitioned students lost in the year after the base year due to district of residence offering instruction in Grades 9-12 not offered previously	
23. Tuition received in base year	
24. Tuition received in fiscal year after base year	
25. <input type="checkbox"/> Check box if the district lost student count resulting from the formation of a joint unified school district pursuant to A.R.S. §15-450	
26. Additional number of tuitioned students lost in the second year after the base year (Type 03 districts only)	
27. Additional number of tuitioned students lost in the third year after the base year (Type 03 districts only)	

TYPE 03 DISTRICT INFORMATION

1. High School Student Count Transported by District of Residence to District of Attendance (A.R.S. §15-951.C)
2. Tuition Out for High School Students (A.R.S. §§15-448.J, 15-842, 15-910.M, and 15-951):

Attending District Name	Attending District CTD Number	Tuition Out High School Count	Debt Service Per Pupil Tuition	M&O & UCO, Per Pupil Tuition
-------------------------	-------------------------------	-------------------------------	--------------------------------	------------------------------

Use lines 2.a through 2.e for budget adoption (as necessary)

a.				
b.				
c.				
d.				
e.				

Use lines 2.f through 2.j for budget revision (as necessary)

f.	0			
g.	0			
h.	0			
i.	0			
j.	0			

3. ☐ Check box for Type 03 districts no longer within a high school district due to the unification of the high school district. (A.R.S. §15-448.J)

ACCOMMODATION DISTRICT (TYPE 01) INFORMATION (A.R.S. §15-974)

1. ☐ Check box if the district offers instruction in grades 9-12. Accommodation districts only.
Only accommodation districts with a student count of more than 125 in grades K-8 or accommodation districts that offer instruction in grades 9-12 and have a student count of more than 100 in grades 9-12, should complete lines 2 through 4.

2. Maintenance & Operation (M&O) Fund FY 2019 ending cash balance	
3. 10% of the FY 2020 RCL calculated using the district's 2019 ADM	
4. Up to 5% of the FY 2020 RCL calculated pursuant to A.R.S. §15-482.B	\$

CALCULATIONS

CALCULATION OF SUPPORT LEVEL WEIGHTS (GROUP A WEIGHTS)

	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
Student Count	0 000	0 000	0 000	0 000
Difference	0 000	0 000	0 000	0 000
Weight Adjustment Factor	0 0005	0 0005	0 0003	0 0004
Support Level Weight Increase	0 000	0 000	0 000	0 000
Support Level Weight	1.558	1.668	1.398	1.558
Adjusted Support Level Weight	0 000	0 000	0 000	0 000
Student Count 500 000-599 999				
Student Count Constant	600 000	600 000	600 000	600 000
Student Count	0 000	0 000	0 000	0 000
Difference	0 000	0 000	0 000	0 000
Weight Adjustment Factor	0 0020	0 0020	0 0012	0 0013
Support Level Weight Increase	0 000	0 000	0 000	0 000
Support Level Weight	1.558	1.668	1.398	1.558
Adjusted Support Level Weight	0 000	0 000	0 000	0 000
Student Count 600 000 or More				
Support Level Weight			1.558	1.668
Career Technical Education District				
Support Level Weight (A.R.S. §15-943.02)				1.339

OTHER CALCULATIONS

1. Portion of BSL/BRCL from total K-3 and total K-3 Reading weighted student counts:	K-3	\$ 361,117.11
	K-3 Reading	\$ 240,741.94
2. Additional Tax in Districts Ineligible for Equalization Assistance, Amount to be Levied and Paid to the State (A.R.S. §15-992)		\$ 0.00

CALCULATION OF DISTRICT ADDITIONAL ASSISTANCE (DAA) PER STUDENT COUNT AMOUNTS (A.R.S. §§15-951.C and 15-962.01)

TABLE TO CALCULATE DAA PER STUDENT COUNT

	K-8	9-12
1. FY 2020 Student Count (2019 ADM): 001 - 99,999		
DAA per Student Count	\$ 544.58	\$ 601.24
2. FY 2020 Student Count (2019 ADM): 100,000 - 499,999		
a. Student Count Constant	500 000	500 000
b. Student Count	0 000	0 000
c. Difference	0 000	0 000
d. Weight Adjustment Factor	0 0003	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	\$ 389.25	\$ 405.59
i. DAA per Student Count	\$ 0.00	\$ 0.00
3. FY 2020 Student Count (2019 ADM): 500,000 - 599,999		
a. Student Count Constant	600 000	600 000
b. Student Count	0 000	0 000
c. Difference	0 000	0 000
d. Weight Adjustment Factor	0 0012	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	\$ 389.25	\$ 405.59
i. DAA per Student Count	\$ 0.00	\$ 0.00
4. FY 2020 Student Count (2019 ADM): 600,000 or More & Career Technical Education Districts		
DAA per Student Count	\$ 450.76	\$ 492.94

CALCULATION OF MAINTENANCE AND OPERATION (M&O) FUND BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01)

1. General Budget Limit (GBL) (from FY 2019 latest revised Budget, page 7, line 11)	\$ 34,325,075.00
2. Adjustments to the GBL (from FY 2019 BUDG75)	\$ 0.00
3. Adjusted GBL	\$ 34,325,075.00
4. Budgeted M&O expenditures (from FY 2019 latest revised Budget, page 1, line 30, Total Budget Year Column)	\$ 34,325,075.00
5. Adjustments to the GBL (from line 2)	\$ 0.00
6. Adjusted Budgeted Expenditures	\$ 34,325,075.00
7. Lesser of the Adjusted GBL (line 3) or the Adjusted Budgeted Expenditures (line 6)	\$ 34,325,075.00
8. FY 2019 M&O Fund actual expenditures (from FY 2019 AFR)	\$ 32,952,073.00
9. Budget Balance (line 7 minus line 8) (If negative, zero is shown. Any negative amount is shown here in parentheses.)	\$ 1,373,002.00

Note: For lines 10.a through 10.f the FY 2019 actual expenditures are deducted from the budget amount. If the result is negative, zero is shown.

10. FY 2019 Actual Expenditures:	FY 2019 Budget	Actual	Unexpended Budget
a. Special Program Override	\$ 0.00	\$ 0.00	\$ 0.00
b. Desegregation	\$ 0.00	\$ 0.00	\$ 0.00
c. Tuition Out Debt Service	\$ 0.00	\$ 0.00	\$ 0.00
d. Dropout Prevention Programs	\$ 0.00	\$ 0.00	\$ 0.00
e. Joint Career and Technical Education and Vocational Education Center	\$ 0.00	\$ 0.00	\$ 0.00
f. Performance Pay	\$ 0.00	\$ 0.00	\$ 0.00
g. Total Budget Balance Deductions (lines 10.a through 10.f)			\$ 0.00
11. Budget Balance after Deductions (If negative, the district does not have any budget balance to carry forward.)			\$ 1,373,002.00
12. Budget Balance Carryforward transferred to the School Opening Fund (not to exceed the lesser of line 11 or the FY 2019 M&O Fund ending cash balance)			\$ 0.00
13. Actual Budget Balance Carryforward to be used in M&O Fund (for GBL calculation on page 7, line 8 c)			\$ 1,373,002.00
14. Accommodation District Cash Balance Carryforward			
a. M&O Fund cash balance as of June 30, 2019			\$ 0.00
b. Actual Budget Balance Carryforward			\$ 0.00
c. Remaining M&O Cash Balance			\$ 0.00
15. Accommodation District Maximum RCL Addition that may be authorized by County School Superintendent:			
a. The amount on line 14 c or	\$ 0.00		
b. 10% of the FY 2020 RCL calculated using the district's 2019 ADM	\$ 0.00		
c. Up to 5% of the FY 2020 RCL calculated pursuant to A.R.S. §15-482.B	\$ 0.00		
d. Result (line 15 b plus line 15 c)	\$ 0.00		
e. The lesser of line 15 a or 15 d			\$ 0.00

CALCULATIONS

CALCULATION OF THE AMOUNT AVAILABLE TO BE SPENT IN THE IMPACT AID FUND (A.R.S. §15-905.R)

1. FY 2020 Impact Aid Revenue	\$ 0.00
2. Impact Aid revenue deposited in FY 2020 to the Impact Aid Revenue Bond Debt Service Fund for principal and interest payments	\$ 0.00
3. TRCL/TSL Difference	\$ 0.00
4. Impact Aid revenue transferred in FY 2020 to the M&O Fund to provide cash for the TRCL/TSL difference calculated on line 3	\$ 0.00
5. Impact Aid revenue transferred in FY 2020 to the M&O Fund to reduce or eliminate taxes	\$ 0.00
6. FY 2019 Ending Cash Balance in the Impact Aid Fund	\$ 0.00
7. FY 2020 Amount Available to be Spent in the Impact Aid Fund (on page 6, Federal Projects line 16)	\$ 0.00

CALCULATION OF SMALL SCHOOL ADJUSTMENT PHASE DOWN LIMIT

Applies to any district that operated under the provisions of the small school adjustment (A.R.S. §15-949.A), and exceeded the allowable student counts for the first time before FY 2000. Districts that operated under the provisions of a small school adjustment and exceeded the allowable student counts for the first time after FY 1999, should refer to the next section to calculate their maximum override.

If in FY 2020, the K-8 student count is greater than 125 but less than 154, or the 9-12 student count is greater than 100 but less than 176, the district may continue to adopt a budget using a small school adjustment on page 7, line 4 of up to \$50,000 without an election. OR If the district holds an override election as provided in A.R.S. §15-481, the district may include up to the amount calculated below on page 7, line 3(a). For purposes of small school adjustment, the FY 2020 student count is the 2019 ADM.

1. A district whose student count K-8 has exceeded 125 but is less than 154 may determine the small school adjustment phase down as follows:	
a. Phase down base	\$ 150,000.00
b. FY 2020 K-8 student count	0.000
c. Small school student count limit	- 125.000
d. Student count above the small school limit	= 0.000
e. Adjusted Support Level Weight (See Table I at right for calculation)	x 0.000
f. Weighted student count above small school limit	= 0.000
g. Base Level Amount	x 0.00
h. Phase down reduction factor	\$ 0.00
i. Grades K-8 small school adjustment phase down limit	\$ 0.00
2. A unified or union high school district whose student count in grades 9-12 has exceeded 100 but is less than 176 may determine the small school adjustment phase down as follows:	
a. Phase down base	\$ 350,000.00
b. FY 2020 9-12 student count	0.000
c. Small school student count limit	- 100.000
d. Student count above the small school limit	= 0.000
e. Adjusted Support Level Weight (See Table II at right for calculation)	x 0.000
f. Weighted student count above small school limit	= 0.000
g. Base Level Amount	x 0.00
h. Phase down reduction factor	\$ 0.00
i. Grades 9-12 small school adjustment phase down limit	\$ 0.00
3. For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).	\$ 0.00
4. Allowable Small School Adjustment, subject to an election	\$ 0.00
5. 10% of the District's Total RCL	\$ 0.00
6. Maximum override, subject to an election (Greater of line 4 or line 5)	\$ 0.00

CALCULATION OF MAXIMUM OVERRIDE FOR A DISTRICT NO LONGER ELIGIBLE FOR A SMALL SCHOOL ADJUSTMENT

Applies to any district that operated under the provisions of a small school adjustment (A.R.S. §15-949.A) and exceeded the allowable student counts for the first time after FY 1999. Districts that operated under the provisions of the small school adjustment and exceeded the allowable student counts for the first time before FY 2000, should refer to the section above.

If in FY 2020, the K-8 student count is greater than 125 but less than 181, or the 9-12 student count is greater than 100 but less than 185, the district may hold an override election as provided in A.R.S. §15-481. The maximum amount the district may budget on Budget, page 7, line 3(a), subject to an override election, is the amount calculated below. For purposes of small school adjustment, the FY 2020 student count is the 2019 ADM.

1. A district whose K-8 student count has exceeded 125, but is less than 181 may determine the maximum small school adjustment override as follows:	
a. FY 2020 K-8 student count	0.000
b. Small school student count limit	- 125.000
c. Student count above the small school limit	= 0.000
d. Phase-down factor	x 0.0045
e. Result	= 0.0000
f. Maximum Percent Increase to apply to RCL (.35 minus line 1.e)	= 0.0000
g. K-8 Revenue Control Limit	x 0.00
h. K-8 small school budget override limit (line 1 f x line 1.g) (If less than zero, zero is entered)	\$ 0.00
2. A district whose 9-12 student count has exceeded 100, but is less than 185 may determine the maximum small school adjustment override as follows:	
a. FY 2020 9-12 student count	0.000
b. Small school student count limit	- 100.000
c. Student count above the small school limit	= 0.000
d. Phase-down factor	x 0.0065
e. Result	= 0.0000
f. Maximum Percent Increase to apply to RCL (.65 minus line 2.e)	= 0.0000
g. 9-12 Revenue Control Limit	x 0.00
h. 9-12 small school budget override limit (line 2 f x line 2.g) (If less than zero, zero is entered)	\$ 0.00
3. For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).	\$ 0.00
4. Allowable Small School Adjustment, subject to an election (line 1 h plus line 2 h plus line 3)	\$ 0.00
5. 10% of the District's Total RCL	\$ 0.00
6. Maximum override, subject to an election (Greater of line 4 or line 5)	\$ 0.00

CALCULATIONS

CALCULATION OF TUITION OUT FOR HIGH SCHOOL STUDENTS (A.R.S. §§15-448.J, 15-824, 15-910.M, and 15-951)
For Common School Districts NOT within a High School District (Type 03)

LINES 1 AND 2 ARE FOR BUDGET ADOPTION

1. Increase to the GBL for Debt Service Tuition Outside the RCL

		A	B	C	D	
		Tuition Out	Debt Service	Debt Service	Per Pupil Tuition in	Increase to GBL
		High School	Per Pupil Tuition	Tuition Limit	Excess of Debt	(A x D)
		Count			Service Limit	
					(B-C)	
Attending District Name	Attending District CTD Number					
a. 0	0	0.000	0.00	0.00	0.00	0.00
b. 0	0	0.000	0.00	0.00	0.00	0.00
c. 0	0	0.000	0.00	0.00	0.00	0.00
d. 0	0	0.000	0.00	0.00	0.00	0.00
e. 0	0	0.000	0.00	0.00	0.00	0.00
f.	Total High School Count:	0.000				
		Increase to GBL for Debt Service Tuition Outside the RCL (to line 5):				0.00

2. Increase to DSL and RCL for Tuition

		E	F	
		M&O & UCO,	Per Pupil Tuition Incl.	Increase to
		Per Pupil	Limited Debt	DSL and RCL
		Tuition	Service	(A x F)
			(E + lesser of B or C)	
Attending District Name	Attending District CTD Number			
a. 0	0	0.00	0.00	0.00
b. 0	0	0.00	0.00	0.00
c. 0	0	0.00	0.00	0.00
d. 0	0	0.00	0.00	0.00
e. 0	0	0.00	0.00	0.00
f.	Increase to DSL and RCL for Tuition:			0.00

LINES 3 AND 4 ARE FOR BUDGET REVISION

3. Increase to the GBL for Debt Service Tuition Outside the RCL

		A	B	C	D	
		Tuition Out	Debt Service	Debt Service	Per Pupil Tuition in	Increase to GBL
		High School	Per Pupil Tuition	Tuition Limit	Excess of Debt	(A x D)
		Count			Service Limit	
					(B-C)	
Attending District Name	Attending District CTD Number					
a. 0	0	0.000	0.00	0.00	0.00	0.00
b. 0	0	0.000	0.00	0.00	0.00	0.00
c. 0	0	0.000	0.00	0.00	0.00	0.00
d. 0	0	0.000	0.00	0.00	0.00	0.00
e. 0	0	0.000	0.00	0.00	0.00	0.00
f.	Total High School Count:	0.000				
		Revised Total Increase to GBL for Debt Service Tuition Outside the RCL (to line 5):				0.00

4. Increase to DSL and RCL for Tuition

		E	F	
		M&O & UCO,	Per Pupil Tuition Incl.	Increase to
		Per Pupil	Limited Debt	DSL and RCL
		Tuition	Service	(A x F)
			(E + lesser of B or C)	
Attending District Name	Attending District CTD Number			
a. 0	0	0.00	0.00	0.00
b. 0	0	0.00	0.00	0.00
c. 0	0	0.00	0.00	0.00
d. 0	0	0.00	0.00	0.00
e. 0	0	0.00	0.00	0.00
f.	Revised Increase to DSL and RCL for Tuition (to line 6):			0.00

5. Adopted or Revised Increase to GBL for Debt Service Tuition Outside the RCL

0.00

6. Total Adjustment for Increase/(Decrease) in Tuition Out for High School Students after budget revision (line 4 f minus line 2 f)

0.00

CALCULATION OF ADJUSTMENT FOR TUITION LOSS AND STUDENT REVENUE LOSS PHASE-DOWN (A.R.S. §§15-954 and 15-902.01)

NOTE 1: This section is completed only if the district has indicated that it receives less tuition from a district which is inside or outside of this state because the district of residence began to offer instruction in one or more high school grade levels not previously offered.

1. Base Year Attending ADM Grades 9-12

0.00

2. Factor of 5%

x 0.05

3. ADM loss required to qualify

= 0.000

4. Number of tuitioned students lost in the year after the base year due to district of residence offering instruction in grades 9-12 not offered previously

0.000

NOTE 2: If line 3 is greater than line 4, do not complete the rest of this section. District does not qualify for an increase in the base support level (BSL).

5. Tuition received in base year

0.00

6. Tuition received in fiscal year after base year

0.00

7. Tuition loss (If result is less than zero, zero is entered)

0.00

8. BSL Adjustment for the first year after the base year

first year factor x 0.75

0.00

9. BSL Adjustment for the second year after the base year

second year factor x 0.50

0.00

10. BSL Adjustment for the third year after the base year

third year factor x 0.25

0.00

11. Increase in BSL for Tuition Loss Adjustment (line 8 + line 9 + line 10)

0.00

NOTE 3: In addition to any adjustment for tuition loss received pursuant to A.R.S. §15-954, a district which loses students from its student count resulting from the formation of a joint unified school district (pursuant to A.R.S. §15-450) and does not receive tuition for those students for the budget year, may increase its BSL (A.R.S. §15-902.01).

12. A district which loses at least 500 students may increase the BSL:

- a. By \$650,000 for the first year of the loss.
- b. By \$600,000 for the second year following the loss.
- c. By \$500,000 for the third year following the loss.
- d. By \$300,000 for the fourth year following the loss.
- e. By \$100,000 for the fifth year following the loss.

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

13. A union high school district may increase the BSL:

- a. By \$100,000 if it loses at least 50 students in the first year.
- b. By \$200,000 if it loses an additional 50 students in the second year.
- c. By \$325,000 if it loses an additional 50 students in the third year.
- d. By \$200,000 in the fourth year if it was eligible for the third year loss.
- e. By \$100,000 in the fifth year if it was eligible for the fourth year loss.

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

ADDITIONAL STATE AID TO EDUCATION (ASAE) INFORMATION FOR DEPARTMENT OF REVENUE (A.R.S. §15-992)

1. Dropout Prevention Program (from page 1, line 27)

\$ 0.00

2. Tuition-Out Debt Services (from Calculation of Tuition Out for High School Students section, lines 1 a through 1 c, column A x column B)

\$ 0.00

3. Adjustment for Tuition Loss (from APOR55 tab, page 4, BSL Adjustments section)

\$ 0.00

4. Liabilities in Excess of School Budget (from TNT Work Sheet, line 13)

\$ 0.00

5. Vocational M&O Expenses (from page 1, line 28)

\$ 0.00

6. Adjacent Ways (from TNT Work Sheet, line 12)

\$ 0.00

7. Phase Down Small School Budget Limit Exemption (based on Calculation of Small School Adjustment Phase Down Limit section, only if \$50,000 option is used without an election)

\$ 0.00

Basic Calculations For Equalization Assistance FY 2019-20

Non-AOI Student Counts				District Page: 1 of 6	
Student Count	PSD	K-8	9-12	Total	Total
FY 2019-20 ADM	38,217	3,699,465	1,565,070	5,302,752	5,321,196

Weighted Student Counts

FY 2019-20 ADM: District PSD	Student Count	Support Level Weight	Weighted Student Count
District K-8	38,217 x	1.450	55,415
District K-8	3,699,465 x	1.158	4,283,980
District 9-12	1,565,070 x	1.268	1,984,509
SubTotal	5,302,752		6,323,904

Add-Ons (FY 2019-20 ADM)	Student Count	Support Level Weight	Weighted Add-on Count
K-3 Reading	1,432,211 x	0.040	57,288
K-3	1,432,211 x	0.060	85,933
ELL	180,520 x	0.115	20,760
HI	1,000 x	4.771	4,771
MD-R, A-R, SID-R	39,040 x	6.024	235,177
MD-SC, A-SC, SID-SC	29,109 x	5.833	169,793
MD-SSI	10,000 x	7.947	79,470
OI-R	1,410 x	3.158	4,453
OI-SC	7,180 x	6.773	48,630
P-SD	2,445 x	3.595	8,790
DD*, ED, MIID, SLD, SLI*, OHI	509,400 x	0.003	1,528
ED-P	13,200 x	4.822	63,650
MOID	9,440 x	4.421	41,734
VI	0,000 x	4.806	0,000
Total Weighted Student Count Add-Ons			821,977

*School aged students only

Basic Calculations For Equalization Assistance FY 2019-20

District Page: 2 of 6

AOI Full Time Student Counts			
Student Count	PSD	K-8	9-12
FY 2019-20 ADM		0.000	18.443
Total			18.443

Prior year AOI Full-Time Student Counts are shown on the APOR 55-1, p. 2

Student Count
FY 2018-19 ADM

Weighted Student Counts	Student Count	Support Level Weight	Weighted Student Count
FY 2019-20 ADM: District PSD	0.000 x	1.450	0.000
District K-8	0.000 x	1.158	0.000
District 9-12	18.443 x	1.268	23.386
SubTotal	18.443		23.386

Add-Ons	(FY 2019-20 ADM)	Student Count	Support Level Weight	Weighted Add-on Count
K-3 Reading		0.000 x	0.040	0.000
K-3		0.000 x	0.060	0.000
ELL		0.010 x	0.115	0.001
HI		0.000 x	4.771	0.000
MD-R, A-R, SID-R		0.000 x	6.024	0.000
MD-SC, A-SC, SID-SC		0.000 x	5.833	0.000
MD-SSI		0.000 x	7.947	0.000
OI-R		0.000 x	3.158	0.000
OI-SC		0.000 x	6.773	0.000
P-SD		0.000 x	3.595	0.000
DD*, ED, MIID, SLD, SLI*, OHI		189.970 x	0.003	0.570
ED-P		0.000 x	4.822	0.000
MOID		0.000 x	4.421	0.000
VI		0.000 x	4.806	0.000
Total Weighted Student Count Add-Ons				0.571

*School aged students only

Basic Calculations For Equalization Assistance FY 2019-20

AOI Part Time Student Counts				District Page: 3 of 6	
Student Count	PSD	K-8	9-12	Total	Student Count
FY 2019-20 ADM		0.000	0.000	0.000	FY 2018-19 ADM
					Prior year AOI Part-Time Student Counts are shown on the APOR 55-1, p. 2

Weighted Student Counts		Student Count	Support Level Weight	Weighted Student Count
FY 2019-20 ADM: District PSD		0.000	x	0.000
District K-8		0.000	x	0.000
District 9-12		0.000	x	0.000
SubTotal		0.000		0.000

Add-Ons (FY 2019-20 ADM)		Student Count	Support Level Weight	Weighted Add-on Count
K-3 Reading		0.000	x	0.000
K-3		0.000	x	0.000
ELL		0.000	x	0.000
HI		0.000	x	0.000
MD-R, A-R, SID-R		0.000	x	0.000
MD-SC, A-SC, SID-SC		0.000	x	0.000
MD-SSI		0.000	x	0.000
OI-R		0.000	x	0.000
OI-SC		0.000	x	0.000
P-SD		0.000	x	0.000
DD*, ED, MIID, SLD, SLI*, OHI		0.000	x	0.000
ED-P		0.000	x	0.000
MOID		0.000	x	0.000
VI		0.000	x	0.000
Total Weighted Student Count Add-Ons				0.000

*School aged students only

Basic Calculations For Equalization Assistance FY 2019-20

Base Support Level				District Page: 4 of 6	
	Non-AOI	AOI FT	AOI PT	Non-AOI	AOI FT
Extended BSL Amount	\$30,029,207.19	\$95,641.00	\$0.00	6,323,904	23,386
Teacher Experience Index	1.0000	1.0000	1.0000	821,977	0.571
	\$30,029,207.19	\$95,641.00	\$0.00	7,145,881	23,957
Extended BSL Amount Total					0.000
Base Support Level Adjustments Total		\$ 30,124,848.19			0.85
Base Support Level/Base Revenue Control Limit		\$ 58,684.85		\$4,202.31	\$4,202.31
Base Support Level Adjustments		\$ 30,183,533.04		\$30,029,207.19	\$95,641.00
Calculation For TSL					
Approved Daily Route Miles					
Total Approved Daily Route Miles	3,956				
Eligible Students Transported	2,109				
Unadjusted Route Miles Per Eligible Student	1.876				
State Support Level Per Route Mile	2.69				
Daily Route Miles x 180 Days	712,080.00				
To and From School Support Level	\$ 1,915,495.20				\$ 58,684.85
Activity Trip Level Factor	0.18				
Activity Trip Support Level	\$ 344,789.14				
Handicapped Extended School Year Mileage	9,635,000				
Handicapped Extended School Year Support Level	\$ 25,918.15				
Calculation For RCL					
2019-20 Base Support Level (BSL)/BRCL					\$ 30,183,533.04
2019-20 Consolidation					\$ 0.00
Tuition Out For High School Students (Type 03)					\$ 0.00
2019-20 Transportation Support Level (TSL)					\$ 2,286,202.49
2019-20 District Support Level (DSL)					\$ 32,469,735.53
Annual Expenditures For:					
Districts					
2019-20 Transportation Support Level (TSL)					
Calculation For TRCL					
2018-19 Transportation Revenue Control Limit (TRCL)					
Change:					
2019-20 TSL	\$ 2,286,202.49				
2018-19 TSL	\$ 2,285,040.38				
Difference:	\$ 1,162.11				
Preliminary FY2019-20 TRCL					
120% of FY2019-20 TSL	\$ 2,743,442.99				
Adjusted FY2019-20 TRCL					
2019-20 Transportation Revenue Control Limit					

District Name Humboldt Unified School District No. 22

County YAVAPAI

CTD Number 130222000

Version Adopted

Basic Calculations For Equalization Assistance FY 2019-20

District Additional Assistance (DAA) Calculations		District Page: 5 of 6	
		9-12	Total
FY 2019-20 District Student Count		1,583,514	
Type 03 District Tuition Out Trans. Count (For Type 03 High School Only. Per Student Count Factor at 50%)		0.000	
DAA Per Student Count		\$492.94	
Preliminary DAA		\$780,577.39	\$2,465,374.92
DAA Growth Factor			
FY 2019-20 Actual Student Count	5,321.196		
FY 2018-19 Actual Student Count	5,494.384		
FY 2019-20 DAA Growth Factor*	0.9685		
*If less than or equal to 1.05, use 1. If greater than 1.05%, use 1 plus 50% of growth.			
District DAA		1.0000 *	
		\$780,577.39	\$2,465,374.92
DAA For High School Textbooks			
FY 2019-20 Actual 9-12 Student Count		1,583,514	
Support Level Amount For Textbooks		\$69.68	
DAA For Textbooks			\$110,339.26
DAA Adjustment	(\$540,820.01)		\$2,575,714.18
Total FY 2019-20 DAA Base	\$1,143,977.52		(\$250,565.34)
			\$640,351.31
			\$1,784,328.83

Basic Calculations For Equalization Assistance FY 2019-20

District Page: 6 of 6

Equalization Base for Lesser of DSL/RCL				RCL/DSL Allocation	
	Weighted Student Count	Percentage	Lesser of DSL or RCL		
PSD-8	4,339,395	0.6837	\$32,469,735.53		\$22,199,558.18
9-12	2,007,895	0.3163	\$32,469,735.53		\$10,270,177.35
Tuition Out For High School Student (Type 03)					\$0.00
Total	6,347,290				\$32,469,735.53

Qualifying Tax Rate				Qualifying Levy	
Primary Assessed Valuation (AV)	\$456,747,006.00				
Primary Assessed Valuation 2 (AV2)	\$0.00				
SRP Assessed Valuation	\$87,000.00				
GPLET Assessed Valuation	\$0.00				
Equalization Assessed Valuation	\$456,834,006.00 (/100)	X		\$1.8954	\$8,658,831.75

Calculation of Equalization Assistance				Total	
	PSD-8	9-12			
RCL/DSL Allocation	\$22,199,558.18	\$10,270,177.35			\$32,469,735.53
DAA Allocation	\$1,143,977.52	\$640,351.31			\$1,784,328.83
District Type 03 Tuition Out Charge		\$0.00			\$0.00
FY 2019-20 Equalization Base	\$23,343,535.70	\$10,910,528.66			\$34,254,064.36
Qualifying Levy	\$8,658,831.75	\$8,658,831.75			\$17,317,663.50
Total Equalization Assistance	\$14,684,703.95	\$2,251,696.91			\$16,936,400.86

ACTION

Item 10B.

Policy Updates

2nd Reading

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10B
FROM:	Cole Young, Assistant Superintendent	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Policy Updates As Recommended by Meet and Confer - Second Reading	Action X
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA:

The Meet and Confer Minimum Wage Subcommittee had a chance to look at several policies and has approved the following changes as recommendations from Meet and Confer to the HUSD Board for approval.

GDJ-R (Regulation) - Assignments and Transfers (Classified)

This policy outlines the process of a classified employee transferring into a different position with a different classification within the District. This policy currently states that a classified employee with five years of experience can move within jobs regardless of the position and still maintain their current salary. The committee is recommending new language that honors an employee's pay when moving up in job classification; however, when a classified employee chooses to move down in classification, the pay received would be commensurate with the job description and responsibilities of that position.

GDMA - Support Staff Professional Development

The changes made to this policy are to value professional development of our classified staff. The committee agreed to allow three compensation increases of .30 be allowed rather than two .25 moves.

GCCG - Professional/ Support Staff - Voluntary Transfer of Accrued Sick Leave

Due to the change in our health insurance carrier, specifically as it relates to short-term disability no longer being an employer-paid benefit provided by the new plan, our policy concerning sick leave bank needed to be revisited. Due to the number of days an employee now needs to reach long-term disability, (180), the committee agreed that there are significant budget implications and a maximum of 80 days be allowed by an employee applying to access sick bank days. This number of days (80) reflects what staff has been able to access in the past.

SUMMARY & RECOMMENDATION

The administration recommends the aforementioned policy changes based on the subcommittee revisions and Meet and Confer's approval. These policies have been reviewed and approved by legal counsel.

Sample Motion:

I move to approve the aforementioned changes to the following policies:

GDJ-R (Regulation) - Assignments and Transfers (Classified)

GDMA - Support Staff Professional Development

GCCG - Professional/ Support Staff - Voluntary Transfer of Accrued Sick Leave

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cole Young, Assistant Superintendent (759-5016)

GDJ-R

REGULATION

SUPPORT STAFF

ASSIGNMENTS AND TRANSFERS

Transfers to Higher or Lower Job Level Classifications

When a support staff employee ~~with less than five (5) full years~~ with the District moves to a new position having a higher or lower level of job classification, the following process will be followed to determine a new wage:

- Determine the Step at which the employee was being paid in the old position.
- ~~Move horizontally to the same step in the new classification to establish the new wage.~~
- If the Level of the new position is higher than the employee's current position, the employee will be placed on the wage closest to the employee's current wage based on that of the stepless compensation system. Normally, there will not be a loss of daily earnings. Eligibility for an hourly wage increase is dependent upon the approval and/or follows the process established by the Superintendent.
- If the level of job classification of the new position being transferred to is lower than that of the employee's current position, the employee will refer to the base wage of that new level of job classification and be compensated accordingly as stated on the base amount of the stepless compensation system.

If the employment calendar year is different, salaries or wages will be prorated. The employment year is calculated by human resources in consultation with the appropriate payroll staff.

Factors to be used in the proration will be:

1. Total number of days in the employment year.
2. Total number of hours in the employment year.

~~When a support staff employee with at least five (5) full years with the District moves to a higher classification, the following process will be followed to determine a new wage:~~

- ~~Determine the Step at which the employee was being paid in the old position.~~
- ~~Move Levels horizontally to the same step in to the new classification and to establish the new wage based on no less than the wage being made. This will assure that the person receives the full wage differential between the two (2) classifications.~~

~~When a support staff employee with at least five (5) full years with the District moves to a lower classification, the following process will be followed to determine a new wage.¶~~

- ~~• Determine the wage at which the employee was being paid in the old position.¶~~
- ~~• In the new classification's column, move vertically down to find a wage equal to the prior wage. That will be the new Step at which the employee will be placed.¶~~
- ~~• However, if there is no wage in the new column as great as the prior wage, the person will only receive an amount equal to the maximum wage in the new column. No wages will be paid that exceed the range for that classification.¶~~

GDMA

SUPPORT STAFF CAREER DEVELOPMENT

Purpose

This program is offered to encourage professional growth of support staff personnel. It is designed to compensate those who devote additional time, effort, and expenses to better prepare themselves for their positions in the schools. It is also intended to encourage staff members, through monetary compensation, to strengthen their knowledge and education to provide the best possible learning environment for the District's students.

Eligibility

All full-time continuing support staff employees ~~paid from the Classified Salary Schedule~~ are eligible to participate. For the purposes of this program, full-time is defined as working in a thirty (30) plus hour weekly contract for at least one thousand eighty (1,080) hours annually.

Professional Development Credit

The following procedures apply to requests for professional development credit:

- All classes/workshops/conventions that are directly related to the current job position or are otherwise of clear benefit to the District are eligible for credit. Excluded are District in-service programs or other in-District meetings conducted during the work day.
- Professional development activities must be approved in advance by submitting a Staff Development Request to the employee's supervisor. The activity must be approved by the employee's supervisor and the Superintendent or designee prior to the start of the activity.
- Development opportunities must be at no cost to the District or a professional development activity required by the employee's supervisor.
- Approved job related courses, degree programs, workshops, or conferences must be earned after the employee's start date in the District.
- Credit may be earned only for those courses that begin after the date of Governing Board adoption of this policy.

Step Movement:

- To receive credit for completed contact hours, appropriate documentation must be submitted signed by the approved presenter/organization.
- Fifteen (15) contact hours equal one (1) incentive point.
- Ten (10) incentive points are needed to move one (1) step on the salary schedule.
- An employee may move up to a maximum of ~~two three (23)~~ **three (3)** grades. Each grade movement is equivalent to a .30 cent salary adjustment based on the successful completion of 150 contact

hours or accumulation of 10 incentive points. ~~steps on the salary schedule by earning incentive points.~~

- Request for **additional compensation** ~~step movement~~ must be submitted on or before September 1 of each year to the human resources department including all transcripts or proof of workshop attendance to receive an **additional compensation** ~~earned step increase~~ for that school year.

Employee/Employer Responsibility

Request for **salary advancement** ~~movement~~ and collection of proof of workshops, classes, and/or conventions are the responsibility of the employee.

Prior to approval of classes/workshops, et cetera, the site administrator/supervisor will, upon request by the employee, attempt to accommodate the employee's training schedule by providing a flexible work schedule, provided the functioning of the office or department is not compromised by the proposed schedule change and there are no additional costs to the District.

Adopted: date of Manual adoption

GCCG

PROFESSIONAL / SUPPORT STAFF

VOLUNTARY TRANSFER OF

ACCRUED SICK LEAVE

A sick leave bank has been established to provide a benefit to employees. This benefit is open to all employees who accrue sick leave. This plan is on a voluntary, participatory basis as defined below.

Enrollment

Any eligible contracted employee may participate in the sick leave bank by contributing one (1) accumulated sick leave day annually, with an accumulation of no more than six (6) days total. Enrollment shall be open during the benefits normal open enrollment period. Note: These dates may be adjusted according to new school year calendars.

Governance

The sick leave bank is established by the Governing Board and may be rescinded at the close of any fiscal year, as the best interests of the District are determined by the Board.

The operation and governance of the sick leave bank shall be under the discretion of a selected committee, composed of one (1) member, certified or classified from each site-location within the District. The Sick Leave Bank Committee will be elected annually at the end of the enrollment period from a list of volunteers that are current members of the Sick Leave Bank. In addition, the Superintendent or appointed designee shall serve as a non-voting member of the committee, except in the event of a tie, at which time the Superintendent or appointed designee will cast the deciding vote. If a vacancy should occur before the member's term has expired, the replacement shall be by election.

The committee will meet within five (5) days of a sick bank request to decide if bank days will be granted. Committee members may not vote on sick bank requests submitted by employees from their same work site.

Qualifications for Benefit

Any employee who is a member of the sick leave bank, as described above under "Enrollment," may apply to the Benefits Coordinator based upon the following criteria:

- The employee must fill out a Sick Leave Bank Request Form. The request form must be accompanied by a doctor's statement confirming the cause of the illness or injury and the need for the employee to remain absent from work, or appropriate documentation as defined in A.R.S. 23-373(G)(I). The Sick Leave Bank Committee will review all application requests for approval.
- Benefits may not begin until the eleventh (11th) work day missed after the approved date of eligibility. Sick bank requests must be made within ten (10) days from the first date of an extended absence. Sick bank requests made after the ten (10) days will not be eligible for

retroactive pay from the sick bank. Employees will not accrue leave (sick, personal, vacation) while accessing the sick leave bank.

- The sick bank will reimburse at a rate of sixty-six percent (66%) of an employee's eligible leave pay (daily rate). An employee may use accumulated leave (sick, vacation, personal) to supplement the sick bank up to one hundred percent (100%) of their eligible pay (daily rate) while on a sick leave bank absence.
- The employee must have an extended illness or disability. Sick leave bank days will be limited to a total amount of 80 ~~the number of days until short term disability benefits become effective.~~
- Sick leave bank days will not be granted for absence due to pregnancy, childbirth, adoption, elective procedures, or workers' compensation claims.
- An employee may not request sick leave bank days for absences due to a family member's illness/disability, et cetera.
- When an employee returns to work after using sick leave bank days, their next sick day accrual will automatically be taken for the bank. In order to remain in the Sick Leave Bank, the employee will re-contribute one (1) sick day annually with an accumulation of no more than six (6) days or the number of days previously used from the Sick Leave Bank.

Adopted: June 12, 2018

LEGAL REF.:

A.G.O.

I91-027

ACTION

Item 10C.

New IGA with Chino Valley USD

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	10 c
FROM:	Patty Bitsilly, Director of Special Services	Reading	
DATE:	July 9, 2019	Discuss	
SUBJECT:	Intergovernmental Agreement (IGA) with Chino Valley Unified School District (CVUSD) for special education services (Program for students with Emotional Disabilities/ED-P) - Foundations Academy	Action	X
		Consent	
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement		

SUPPORTING DATA

The Chino Valley Unified School District has requested an intergovernmental agreement with Humboldt Unified for ED-P for up to three students in 9th-12th grade. The charge to Chino Valley for services per student per year is \$25,000, billed quarterly. The IGA allows for HUSD to terminate the agreement with a 30-day notice. This agreement has been reviewed by our legal counsel.

CVUSD is responsible for providing transportation and participating in the development of the student's IEP.

SUMMARY & RECOMMENDATION

This agreement will allow Chino Valley Unified access to ED-P services for their students in 9th-12th grade and will provide funding to Humboldt Unified to provide those services.

Sample Motion

I move to approve the Intergovernmental Agreement with Chino Valley Unified School District for the school year 2019-2020 as presented.

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to: Patty Bitsilly, 759-4031

Intergovernmental Agreement

Date: July 9, 2019

Parties: Humboldt Unified School District, an Arizona unified school district ("HUSD");

and

Chino Valley Unified School District No. 43, an Arizona unified school district ("CVUSD")

RECITALS:

1. HUSD operates an Emotional Disability-Private placement ("ED-P") program. Through its ED-P program, HUSD provides the education and special education services described in this Intergovernmental Agreement.

2. HUSD and CVUSD may enter into an intergovernmental agreement to (a) procure goods or services, (b) jointly exercise powers common to the HUSD and CVUSD, and (c) take joint or cooperative action. *See* Ariz. Rev. Stat. § 11-952. The governing boards of the Parties are authorized to enter into this intergovernmental agreement pursuant to A.R.S. § 15-342(13).

3. HUSD and CVUSD wish to make this Intergovernmental Agreement to provide services for CVUSD ED-P students at HUSD, and to provide transportation to and from CVUSD for CVUSD ED-P students.

AGREEMENT:

HUSD and CVUSD agree as follows:

1. HUSD Responsibilities: At the rates and under the terms as described in **Exhibit 2**, HUSD will provide educational services including ED-P private-placement programming to CVUSD students. HUSD shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standards for ED-P programming. HUSD shall be responsible for discipline as necessary. The services are further described below.

1.1 For each student, HUSD shall provide research-based behavioral and academic guidance in a therapeutic setting.

1.2 HUSD shall develop individualized programming for each student.

1.3 HUSD shall inform CVUSD in a timely manner concerning: (1) student individualized-education-program (IEP) meetings, triennial-review meetings, and other required or appropriate meetings; (2) coordination of each student's transportation needs; (3)

CVUSD's financial responsibility for ED-P services provided to the student; and (4) the student's performance and progress, to be addressed in quarterly updates.

1.4 HUSD shall meet or confer on at least a quarterly basis in person or by telephone with CVUSD representatives about each student's performance and progress.

1.5 HUSD shall develop and monitor student IEP's, triennial-reports, and other appropriate records, for all students attending the HUSD program.

1.6 HUSD shall arrange, IEP, FBA/BIP, and triennial-review progress meetings.

1.7 HUSD shall communicate and meet with parents and/or outside agencies, as appropriate or required.

1.8 HUSD shall provide related services of physical therapy, occupational therapy, counseling, psychologist, and speech therapy to the extent appropriate according to each student's IEP for the basic rate of \$25,000.00/student/year as indicated in Exhibit 2. Additional cost: unless otherwise agreed in writing, any other related services, required by a student's IEP including but not limited to services of a one-on-one aide, will be provided by HUSD, at HUSD or another arranged location, and billed to CVUSD at actual cost.

1.9 HUSD shall provide CVUSD quarterly financial reports on tuition and payments for each student.

1.10 HUSD shall fully comply with all applicable federal and state laws, regulations, and related HUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

2. CVUSD Responsibilities. To accomplish this Intergovernmental Agreement's purposes, CVUSD shall provide all information reasonably requested by HUSD in a timely manner. CVUSD shall also perform the following obligations:

2.1 CVUSD shall designate a responsible, authorized person to: (1) serve as a point of contact for communicating with HUSD, attending meetings, and making decisions; (2) review and approve all IEP's, triennial-review reports, and FBA/BIP's as requested and applicable; (3) arrange individualized transportation needs; (4) attend in person (or designate at least one knowledgeable representative) or participate by telephone in all IEP, triennial-review, and other meetings scheduled by HUSD; (5) inform HUSD promptly of changes in each student's demographical information, health, and family circumstances; (6) regularly and timely communicate with HUSD regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with HUSD on all matters relating to this Intergovernmental Agreement.

2.2 CVUSD shall ensure that (1) the parents or guardian of each student receive and are requested to sign the Parental Acknowledgment (**Exhibit 3**), and that CVUSD keeps each

student's parents or guardian fully informed of HUSD's services provided to the student under this Intergovernmental Agreement.

2.3 CVUSD shall fully comply with all applicable federal and state laws, regulations, and related HUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

3. Program Criteria/Eligibility. Both Parties acknowledge and agree that the ED-P program at HUSD will be operated pursuant to an application and assurances made by HUSD to the Arizona Department of Education regarding the eligibility criteria for students, the use of funds received, and the nature of the program to be offered. CVUSD warrants that students recommended for participation in the ED-P program have been determined to meet ED-P criteria as required by A.R.S. §15-765(D) and the Arizona Department of Education, and will share supporting records as necessary and appropriate. HUSD may review and confirm eligibility of students prior to accepting any candidate as a student in the program. CVUSD will also provide the verification in Exhibit 1.

4. Change in Placement. Parties acknowledge that special education law requires and allows a change in placement to the least restrictive environment that will provide Free Appropriate Public Education and also that a student's placement must consider health, welfare, and safety of the student and others in the classroom. A temporary or extended change in placement outside of HUSD's ED-P program may be required as appropriate, which may result in a student's withdrawal from the ED-P program at HUSD.

5. Duration. This Intergovernmental Agreement's shall be from the day approved by CVUSD's Governing Board through June 30, 2020 (the "Term"), unless terminated earlier as provided in Item 9. This Agreement shall not be automatically renewed.

6. Payments. HUSD shall invoice CVUSD quarterly for amounts due as set forth in Exhibit 2. Within 30 days after HUSD invoices CVUSD, CVUSD shall pay HUSD the invoiced amount. For each quarter that a student attends HUSD's program for eight school days or more, CVUSD shall pay HUSD a full quarterly payment. If a student attends HUSD's program for seven days or less in any quarter, CVUSD shall pay HUSD the prorated program cost for each day of actual attendance.

7. Transportation. CVUSD and HUSD will work together to the extent feasible to provide transportation for students to and from HUSD on an individualized student basis. In the event of an incident or accident while a student is being transported, the entity providing the transportation and supervision at the time of an incident shall be the party responsible for risk and expense. CVUSD assumes all transportation costs and responsibility for transportation of students unless transportation is specifically assumed for specific students by HUSD. For example, HUSD may agree to transport a specific student from Point A to HUSD on a HUSD bus. If the student will be late for or absent from the program, the CVUSD representative shall promptly notify the designated HUSD personnel. CVUSD shall notify HUSD of any student infractions on the ride to or from HUSD's program on the day of the infraction.

8. **Capacity.** The Parties acknowledge and agree that state requirements limit ED-P classrooms to a maximum of twelve (12) students with a teacher, paraprofessional, and third staff member available for crisis/behavior management, with a maximum four (4) year age range unless granted exception. HUSD reserves the option of capping the classrooms per grade range as follows:

9th-12th - up to 3 students (unless the classroom has reached 10 students)

This Agreement provides for acceptance of only three (3) students from CVUSD, as also indicated in Exhibit 2. Additional ED-P students from CVUSD may be accepted by HUSD subject to available capacity in an ED-P classroom as determined by HUSD in its sole discretion. If enrollment is proposed more than half way through any quarter, HUSD may admit the student commencing the next quarter.

9. **Termination.** CVUSD may terminate this Intergovernmental Agreement on 30-days' written notice. HUSD may suspend or terminate this agreement if deemed necessary upon loss of approval status or upon CVUSD's failure to make payment of amounts owed within thirty (30) days after written notice of overdue amounts. No part of the consideration already paid is refundable if HUSD has already provided ED-P services for CVUSD student(s) during the fiscal year in which CVUSD withdraws. On termination, each party shall retain any property purchased by that party for purposes of this agreement.

10. **Alternative Dispute Resolution.** Prior to filing a claim in any court, CVUSD and HUSD agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.

11. **Indemnification.** To the fullest extent permitted by law, CVUSD and HUSD shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from each party's performance of or failure to perform this Intergovernmental Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

12. **Insurance.** Throughout this Intergovernmental Agreement's term, the parties shall maintain property and liability insurance applicable to all activities pursuant to this Agreement available to them through the Arizona School Risk Retention Trust or other insurer.

13. **Waivers of Subrogation.** CVUSD and HUSD waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the

insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

14. Miscellaneous Provisions.

14.1 Governing Law. This Intergovernmental Agreement's interpretation and performance are governed by Arizona law.

14.2 No Waiver. No action or failure to act by CVUSD or HUSD constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless CVUSD and HUSD memorialize the waiver or approval in writing and sign it.

14.3 Entire Agreement. This Intergovernmental Agreement represents the entire, integrated agreement between CVUSD and HUSD. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by CVUSD and HUSD.

14.4 Third Parties. Nothing contained in this Intergovernmental Agreement creates a contractual relationship with or a cause of action in favor of a third party against CVUSD or HUSD. This Agreement is not intended to benefit any third party.

14.5 Binding Effect. CVUSD and HUSD each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Intergovernmental Agreement's covenants, terms, and conditions.

14.6 Notices. All notices under this Intergovernmental Agreement must be in writing and sent to the Superintendent. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.

14.7 Severability. If any provision(s) of this Intergovernmental Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

14.8 Fingerprint and E-verify. If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in Ariz. Rev. Stat. § 15-512(H), the e-verify provisions in Ariz. Rev. Stat. § 41-4401, and the Federal Immigration and Nationality Act.

14.9 Nondiscrimination. The parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, age,

veteran's status, or political affiliation. They shall comply with all applicable federal and state laws, rules, regulations, and executive orders.

14.10 Conflict of Interest. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.

14.11 Counsel's Review and Approval. CVUSD and HUSD will consult their attorneys for the purposes of reviewing and approving this Intergovernmental Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of CVUSD and HUSD in reviewing and approving this Agreement. If a future dispute relating to this Agreement arises between the parties, the shared Attorney may not represent either party, and both parties shall retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.

This Intergovernmental Agreement is effective on the date approved by CVUSD's governing board.

CVUSD:

Dated _____, 2019

Chino Valley Unified School
District No. 51

Approved as to form:

By _____
Name: _____
Title: _____

Counsel for CVUSD

Dated _____, 2019

HUSD:

Humboldt Unified School District

Approved as to form:

_____ **Law Firm**

By:

Ryan Gray
President, Governing Board

By:

Counsel for HUSD

Exhibit 1

Verdugo Valley High School

(To be signed by the principal of the school and the parent of the student)

I, _____, parent of the student _____, hereby state that I have reviewed the form and consent to the school's plan to implement the program. I understand that the school is responsible for the program and I understand that the school is responsible for the program.

The program is being implemented in the school district and the program is being implemented in the school district. The program is being implemented in the school district and the program is being implemented in the school district.

Signature

Date

Date

Exhibit 1

Verification of Eligibility

(To be signed by the Superintendent or Special Education Director of CVUSD)

1. I, _____ (title) of the Chino Valley Unified School District, hereby state that I have reviewed the facts and records related to the students listed on Exhibit 2, and hereby verify that each student is diagnosed with a disability as defined in A.R.S. §15-761.
2. No appropriate program exists within the school district and appropriate services for these students cannot be provided in traditional resource or self-contained special education classes.

Signature

Title

Date

Exhibit 2

HUSD agrees to enroll up to _____ (#) students in the ED-P Program from CVUSD. Additional students may be accepted only by signed written Addendum and an additional verification regarding the added student.

The fee for enrollment shall be \$25,000.00 per student* per year, invoiced quarterly, to include special education and related services of occupational therapy, physical therapy, counseling, speech therapy and psychologist services to the extent appropriate according to each student's IEP, as described in Item 1.8.

*Any additional related services, including but not limited to services of a one-on-one aide, will be arranged by HUSD and billed as an additional fee to CVUSD, at actual cost.

Students who will attend:

_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2019

Exhibit 3

HUSD ED-P Program Parental Acknowledgment

I, _____, the parent and/or legal guardian of _____, affirm that I am legally authorized to make educational and legal decisions regarding my child attending in the HUSD ED-P program. I acknowledge the following is necessary for my child's benefit:

1. I need to complete the full enrollment packet provided to me by the HUSD and return it within 5 days.
2. I will notify HUSD if my child has been medically diagnosed with a psychiatric disorder and is currently taking medications.
3. I understand that if my child has been prescribed medications to treat his/her psychiatric disorder by a physician, HUSD will provide those medications as prescribed and has no authority to do otherwise HUSD does not provide or withhold the medication contrary to the specific instructions of the physician.
4. I understand that if my child has been diagnosed with a psychiatric disorder and is refusing to take his/her prescribed medications, or if I refuse to give my child their prescribed medications, this could possibly lead to the child displaying behaviors that could lead to a change of placement to a setting other than HUSD ED-P program.
5. I will notify HUSD of any medication changes, health changes, or familial changes that may affect the student's progress in the HUSD ED-P program.
6. I will cooperate to provide information or attend any meetings on reasonable notice that the HUSD deems necessary for my child's success.
7. I further understand that all ED-P programs must incorporate a therapeutic component by law, and that the ED-P program at HUSD includes a mental health component provided on a regular basis by a mental health professional. My child may receive counseling and/or mental health services while attending HUSD as determined by the IEP team.

Printed name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

ACTION

Item 10D.

Lease Agreement with NACOG

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 D
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	July 9, 2019	Discuss
SUBJECT:	Lease agreement with NACOG Head Start for the use of one classroom located on the Liberty Traditional School campus	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

NACOG Head Start is requesting to lease a classroom on the Liberty Traditional Campus. The proposed lease is for a term of five years beginning July 9, 2019, and ending June 30, 2024. This lease has been reviewed by our legal counsel.

The partnership benefits both NACOG Head Start and Liberty Traditional School by combining efforts to support early childhood development for three to five year old children in our community.

SUMMARY & RECOMMENDATION

It is the recommendation of the administration that the agreement is approved.

Sample Motion

I move to approve the five-year lease agreement with NACOG Head Start for the use of one classroom on the Liberty Traditional School campus.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Patty Bitsilly, 759-4031

**LEASE AGREEMENT BETWEEN NACOG HEAD START
AND HUMBOLDT SCHOOL DISTRICT #6**

This lease made and entered into this ____ day of July 2019, by and between the Humboldt Unified School District, the Lessor(s), and Northern Arizona Council of Governments (NACOG), the Lessee(s).

Witnesseth: That the Lessor(s), in consideration of the covenants of said lease, hereby leases to Lessee(s), under the terms and conditions set forth, the property described as follows: Classroom located at 3300 N Lake Valley Rd, Prescott Valley, AZ 86314, commonly known as the Liberty Preschool Classroom.

This lease is for the term of Five (5) years beginning July 2019, and ending May 31 2024, unless sooner terminated as provided below:

A. Agreements of Lessee

Lessee, in consideration of the leasing, agrees:

1. To pay rent for premises the sum of One dollar and no/100 dollars (\$1.00) per year, payable on each January 1 during the term of this lease.
2. To pay the cost for agreed utility fees as follows: \$500.00 per month for the years of the lease.
3. To pay all reasonable costs, attorney's fees and expenses that shall be made and incurred by lessor in enforcing the agreements of this lease.
4. To use and occupy the premises for preschool education program purposes only, and for no other object or purpose without written consent of lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.
5. To keep the premises in as good repair as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same and damages by the elements excepted.
6. To permit lessor and lessor's agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of making such repairs or alterations as may be necessary for safety or preservation thereof.
7. Not to assign this lease nor sublet the premises or any portion thereof without written consent of lessor.
8. Not to make any repairs, alterations, improvements, on contracts for construction without prior knowledge and approval of the lessor.

9. Lessee has examined and knows condition of premises, and has received same in good order and repair, except as otherwise specified in this lease, and no representations as to condition or repair thereof have been made by lessor or lessor's agent, prior to, or at execution of, this lease.

10. At expiration of this lease, to give peaceable possession of premises to lessor, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

11. The lease may be terminated by lessor in the event of the breach of any of the agreements of lessee contained herein, in which case lessor may reenter on the premises, and this lease shall immediately terminate.

12. To observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over the premises, and to indemnify lessor for any damage caused by violation thereof.

13. Failure of lessor to insist on the strict performance of the terms, agreements and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of lessor's right to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

14. Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

B. Agreements of Lessor

Lessor, in consideration of the agreements of lessee set forth above, agrees as follows:

1. To keep leased premises in good repair.
2. Lessee may make such alterations, additions, or improvements in such parts of building as lessee deems necessary, provided, however, written consent of lessor is first obtained.
3. To extend the term of this lease for a further term provided lessee gives written notice to lessor of a desire to renew lease, at least ninety (90) days before expiration of terms of this lease, and provided lessee is not in default in performance of terms and conditions of this lease, and provided this lease is not terminated before expiration of term thereof as provided for herein.

4. All fixtures erected in or attached to premises by lessee may be removed by lessee at the termination of this lease, provided (a) lessee shall not then be in default in the performance of any of the agreements herein, (b) that such removal shall not permanently injure the building, and (c) that removal shall be made before the expiration of this lease or any extension thereof.

C. Mutual Agreements of Lessor and Lessee

1. If during the term of this lease the premises shall be destroyed by fire, the elements, or any other cause, this lease shall cease and become null and void from date of such damage or destruction and lessee shall immediately surrender premises to lessor and shall pay rent and utilities only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, lessor shall have the option to repair the same and during time that repairs are being made lessor shall remit to lessee a just and fair portion of rent according to nature of damage sustained and according to extent that lessee is deprived of use of premises.
2. All the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, administrators, successors and assigns, of respective parties hereto as is they were in all cases named.
3. Wherever the words "lessor" and "lessee" are used herein they shall be read as "lessors" and "lessees" in all cases where there is more than one lessor or lessee and with necessary grammatical changes as if duly made herein.

D. Other Conditions

Lessor and Lessee further agree to the following additional conditions:

1. Lessee shall furnish lessor with \$1,000,000 liability insurance policy naming lessor as an additional insured. Lessee shall hold the lessor harmless in the event of any claim made against Lessee relating to this lease.
2. All employees of lessee will be required to use the parking lot east of the premises.
3. Any notices of demands to be given to lessor under this lease, shall be given at 6411 North Robert Road, Prescott Valley, Arizona 86314.
4. This agreement is subject to cancellation in accordance with A.R.S. 38-511.
5. Either party to this agreement may terminate the agreement for any reason prior to its expiration date by giving ninety days advance written notice to the other party.

6. NACOG shall claim an amount equal to the assessed value of the property comprised by the classroom and playground space as In-Kind space donation to be recorded under Non-federal share of the Head Start grant award for July __ 2019 to May 31, 2024. This amount shall be increased by 3% each subsequent year through May 2024. These amounts shall be considered the Fair Market value difference of the leased space as outlined in Title 45 CFR 92.24, Uniform Administrative Requirements- States and Local Governments.
7. ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. 35-393.01. Violation of this certification by Contractor may result in action by Northern Arizona Council of Governments up to and including termination of this Contract.

In witness whereof, the parties have executed this lease this _____ day of _____, 2019.

Northern Arizona Council of Governments
(Lessee)

Humboldt Unified School District
(Lessor)

Chris Fetzer, Executive Director

Daniel Streeter, Superintendent

ACTION Item 10E.

New MOU with NACOG Head Start

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	10E
FROM:	Patty Bitsilly, Director of Special Services	Reading	
DATE:	July 9, 2019	Discuss	
SUBJECT:	MOU between Humboldt Unified and NACOG Head Start	Action	X
		Consent	

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

SUPPORTING DATA

The purpose of the collaborative agreement between Humboldt Unified and Northern Arizona Council of Governments (NACOG) Head Start is to support children's optimal development and readiness for school entry and success and to coordinate a comprehensive system of activities and policies. The required areas of collaboration for the district are to advocate within the community for school readiness, coordinate referrals, child find, allow dual enrollment, provide reading readiness literacy programs, when possible joint training, record sharing, a transition to elementary sites, coordination of facilities and transportation.

This agreement has been reviewed by legal counsel. This agreement will be reviewed annually.

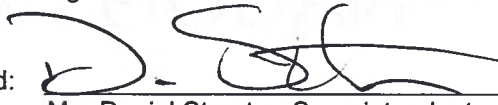
SUMMARY & RECOMMENDATION

It is recommended to the board that approval of this joint collaboration agreement occur.

Sample Motion

I move to approve the Memorandum of Understanding between Humboldt Unified and NACOG Head Start.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Patty Bitsilly, 759-4031

**A Memorandum of Understanding
Between Humboldt Unified School District and
Northern Arizona Council of Governments (NACOG) Head Start**

I. Parties to the Agreement

- A. Humboldt Unified School District (HUSD)
- B. NACOG Head Start

II. Purpose of Agreement

- A. To improve availability and the quality of services for the Humboldt area of NACOG Head Start's service area children, age three through age five, and their families.
- B. To support children's optimal development and readiness for school entry and success
- C. To address the unique strengths and needs of the local population, such homeless, migrant, or non-English speaking families
- D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate
- E. To promote further collaboration to reduce duplication and enhance efficiency of services
- F. To define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of education and non-educational services
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families

III. Program description

- A. NACOG Head Start provides preschool services to children and families throughout the Humboldt community. NACOG provides two preschool sites in Humboldt. There are 54 center-based enrollment slots for children aged 3-5.
- B. Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families with young children in the area of education, social services, health, and family involvement. Head Start preschool program. Head Start preschool programs are for children 3 to 5 years of age and their families.
Head Start is mandated to assume a leadership in the development of partnerships with community agencies and service providers. Each Head Start, Migrant and Seasonal, and American Indian/Alaska Native Head Start program must have a written agreement with the local school systems (LSS) or local education agency (LEA) to coordinate and collaborate to best meet the needs of children and their families.
- C. HUSD provides K-12 public education services to children residing in the Humboldt area.

IV. Authority

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start agency is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."
- B. The HUSD is authorized by Arizona Revised Statutes to coordinate preschool special education services with community agencies, as appropriate, and communicate with eligible federally funded programs regarding interest in participating in districts' Early Childhood Block Grant-funded preschool program 9ARS 15-771D and ARS 15-1251).

V. Guiding Principles

- A. Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential “achievement gap”
- B. Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Arizona legislation, policies, and procedures
- C. Plan and implement strategies based on practice and research that have proven to support children’s school success
- D. Respect the uniqueness of each locality’s needs and resources
- E. Promote the involvement of members of the early care and education communities
- F. Share commitment, cooperation, and collaboration for a coordinated service delivery system

VI. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

The HUSD and NACOG Head Start agency agree to work together for the review, coordination and collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Head Start Act.

Required Areas For Collaboration	Collaboration Activities
<p>A. Educational activities, curricular objectives, and instruction:</p> <ul style="list-style-type: none">• 642(f) Implement a research-based early childhood curriculum that is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate, Arizona Early Learning Standards.• 642(3) Establish ongoing communications between NACOG Head Start and HUSD for developmentally appropriate curricular objectives and for shared expectations for children’s learning and development as the children transition to school.	<p>Annually each local NACOG HEAD Start center will develop a comprehensive Transition Plan that outlines a series of activities that will unfold throughout the school year to prepare the children and their parents for success as they move into the public school system. This plan will delineate specific expectation for children’s learning and development and will include methods for regular communication and orientation of parents about the transition process.</p> <p>NACOG Head Start implements the Creative Curriculum, which is research-based and in alignment with the Head Start Child Outcomes and the AZ Early Learning Standards.</p> <p>NACOG provides HUSD with child assessment information as requested.</p>
<p>B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.</p> <ul style="list-style-type: none">• 642(e)(1) Generate support and leverage the resources of the entire local community in order to improve school readiness.• 642(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social works, local education agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act section 722(g)(1)(J)(ii), and health staff) to facilitate coordination of programs.	<p>NACOG Head Start and HUSD staff advocate within the community to garner support for young children, their families and for improved school readiness.</p> <p>Referrals are completed program to program as openings arise.</p>
<p>C. Selection priorities for eligible children to be served by programs</p> <ul style="list-style-type: none">• 642(13) Develop and implement a system to	<p>Selection criteria are established based on need and eligibility for both federal and state program funding requirements.</p>

<p>increase program participation of underserved populations of eligible children.</p> <ul style="list-style-type: none"> • 642(f)(10) Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills described in section 641(a)(B) and acquisition of the English language • 641A (c)(2)(E) Include information on the innovative and effective efforts of the Head Start agencies to collaborate with the entities providing early childhood and development services or programs in Humboldt and any barriers to such collaboration that the agencies encounter. • 641(H) The plan of such applicant to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in Humboldt including <ul style="list-style-type: none"> ○ (i) Programs implementing grant agreements under the Early Reading First and Even Start programs under subparts 2 and 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6371 et seq.) ○ (ii) Other preschool programs under title I of that Act (20 U.S.C. 6301 et seq.) ○ (iii) Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.) ○ (iv) State pre-kindergarten programs ○ (v) child care programs ○ (vi) the educational programs that the children in the Head Start program involved will enter at the age of compulsory school attendance ○ (vii) local entities, such as a public or school library, for <ul style="list-style-type: none"> • (I) conducting reading readiness programs • (II) developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom; • (III) assisting in literacy training for Head Start teachers • (IV) supporting parents and other caregivers in literacy efforts 	<p>Processes for placement of children disabilities are outlined in the NACOG Head Start/HUSD Disability Services MOU.</p> <p>To the extent possible, enrollment staff are available that speak the languages of the families in the community.</p> <p>Interpreters are made available as needed.</p> <p>All parties make every effort to employ teaching staff that reflects the languages and cultures of the families served.</p> <p>NACOG and HUSD coordinate Child Find activities. Children are referred to HUSD for evaluation and other special education services as indicated.</p> <p>Children maybe dually enrolled in NACOG Head Start and HUSD special education programs.</p> <p>Both HUSD and Head Start provide reading readiness/early literacy programs for children and parents.</p>
<p>D. Service areas</p>	<p>NACOG Head Start operates two preschool centers within the HUSD boundaries. These centers provides full complement of Head Start services to children and families in Humboldt. There are 54 center-based enrollment slots for children aged 3-5.</p>

	HUSD provides K-12 public education services to children residing in the Humboldt area.
<p>E. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development;</p> <ul style="list-style-type: none"> 642A(4) Organize and participate in joint training, including transition-related training for school staff and Head Start staff 	Whenever possible HUSD & NACOG Head Start will offer opportunities for joint training of teachers.
<p>F. Program technical assistance</p> <ul style="list-style-type: none"> 642A (a)(10) linking the services provided in such Head Start program with educational services, including services relating to language, literacy, and numeracy, provided by such local educational agency; 648 (e)(3) Encourage states to supplement the Training & Technical Assistance funds with Federal, State, or local funds other than funds made available, to expand training and technical assistance activities beyond Head Start agencies to include other providers of other early childhood education and development programs within a state. 	<p>Staff training will be shared as appropriate between HUSD and NACOG Head Start.</p> <p>Arizona Department of Education Training and ECE Conferences are made available to NACOG Head Start staff.</p>
<p>G. Provision of additional services to meet the needs of working parents, as applicable</p> <ul style="list-style-type: none"> 642(e) Coordinate activities to make resources available for full working day and full calendar year available to children. 642(e)(3) Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.) 	<p>Activities are coordinated with CCDBG funded projects.</p> <p>Full day programming is offered.</p>
<p>H. Communications and parent outreach for smooth transitions to kindergarten</p> <ul style="list-style-type: none"> 642A(1) Developing and implementing a systematic procedure for transferring, with parental consent, Head Start program records for each participating child to the school in which such child will enroll 642A (5) establishing comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies 642A (6) conducting outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children 642A (7) helping parents of limited English proficient children understand: (A) the instructional and other services provided by the school in which such child will enroll after participation in Head Start; and (B) as appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 	<p>A protocol for sharing records is in place. Head Start records and assessment information are forwarded to the appropriate HUSD schools as requested.</p> <p>Annually each local NACOG Head Start center will develop a comprehensive Transition Plan that outlines a series of activities that will unfold through the school year to prepare the children and their parents for success as they move into the public school system.</p> <p>HUSD sponsors annual Kindergarten Orientation & Open House for Head Start parents at each elementary school site. Child screening occurs and parents are provided assistance in completing Kindergarten registration materials.</p> <p>Head Start transition and other materials are provided in English and Spanish. Other languages may be provided as needed.</p> <p>Head Start parents are encouraged to attend parent meetings, are provided opportunities to serve as local center officers & or to serve on the agency's parent policy council.</p> <p>HUSD operates a Parent/Teacher Organization and</p>

<p>7012)</p> <ul style="list-style-type: none"> • 642A (8) developing and implementing a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children • 642A (9) assisting families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes • 642A (11) helping parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school 	<p>encouraged district parents to get involved.</p> <p>At each Head Start center monthly training is offered to parents based on topics identified by center parents.</p> <p>NACOG Head Start provides funding to parents who enroll in CDA classes at Yavapai Community College. CDA classes provide instruction on child development.</p>
<p>I. Provision and use of facilities, transportation, and other program elements</p> <ul style="list-style-type: none"> • 642(e)(4) (A) collaborating on the shared use of transportation and facilities, in appropriate cases; (B) collaborating to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children; and (C) exchanging information on the provision of non-educational services to such children 	<p>NACOG Head Start and HUSD coordinate facilities and transportation services between programs related to children with disabilities.</p>
<p>J. Other elements mutually agreed to by the parties to such memorandum</p>	

VII. Confidentiality

All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)

VIII. Dispute Resolution

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems the system should include:

- A. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
- B. The identification of a liaison from each agency.

IX. Review of Agreement

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

X. Term of Agreement

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement, each agency agrees to the terms. The signed agreement will be binding on all successors of parties to the agreement.

XI. Termination Review

This Memorandum of Understanding will be reviewed and revised by **HUSD** and **NACOG** annually each May, or as needed. Either party upon thirty (30) days written notice may terminate this Agreement.

XII. Signatures

For the Humboldt Unified School District

Dan Streeter, Superintendent
Humboldt Unified School District

Date

For NACOG Head Start Agency

Jennifer Bucher-Brown, Head Start Director
Northern Arizona Council of Governments

Date

PERSONNEL

Item 11A.

Superintendent's Performance Pay

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 11A
FROM: Cole Young, Assistant Superintendent-Operations Reading
DATE: July 9, 2019 Discuss
SUBJECT: Superintendent's Performance Pay Plan – Payment of Part Two Action X

OBJECTIVE: Board Governance

SUPPORTING DATA

The superintendent is eligible to earn performance pay in addition to his annual base salary if he satisfies the criteria for an award of performance pay as described below.

Method of Performance Assessment:

The Superintendent shall be deemed to have earned Performance Pay if a majority of the Governing Board members present and voting on the day of the Performance Pay Assessment agree that Superintendent has met Performance Pay criteria. The Board shall conduct its Performance Pay Assessment two times a year. There shall be two parts to the Performance Pay Plan:

Part One: Fifty percent (50%) of the Performance Pay amount shall be reviewed and determined in December of each year, during the same time that the Board conducts the Superintendent's annual evaluation under Board Policy CBI. If after the Board has conducted its annual evaluation of the Superintendent, a majority of the Board finds that the Superintendent's performance is rated satisfactory or better, in the performance categories designated in the evaluation instrument, then the Superintendent shall receive one-half (1/2) of his Performance Pay. If a majority of the Governing Board does not rate the Superintendent's performance as satisfactory or better, then the Superintendent will receive none of this one-half (1/2) of the Performance Pay.

Part Two: In addition, the remaining fifty percent (50%) of the Performance Pay amount shall be paid to the Superintendent on or before the end of the applicable school year, if a majority of the Governing Board finds that the Superintendent has met the three measurable and attainable performance goals for the current school year, which were mutually agreed upon by the Board and Superintendent.

SUMMARY & RECOMMENDATION


On September 25, 2018, at a meeting of the Governing Board, the Board and Superintendent mutually agreed upon three measurable and attainable goals for the current school year.

- Identify preliminary qualitative and quantitative data from the first year of the iCHOOSE Academy to prepare for a conference proposal
- To complete four additional strategies listed in the VISION 2020 Strategic Plan.
- Analyze and present proposed organizational structures/charts to better position district departments.

Sample Motion

I move to approve payment of Part Two of the Superintendent's Performance Pay Plan for the 2018-19 fiscal year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cole Young, Assistant Superintendent (759-5016)