



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, September 10, 2019

**Bradshaw Mountain Middle School
12255 Turquoise Circle
Dewey, AZ**

Regular Session @ 6:30 P.M.

Mr. Daniel Streeter, Superintendent

**Ryan Gray, President
Richard 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 **September 10, 2019**, at **Bradshaw Mountain Middle School**, located at **12255 Turquoise Circle, Dewey, 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 REGULAR SESSION

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

- Pages 1-4
6. **CELEBRATING SUCCESSES**
 - A. HUSD VIPs – Jessica Bennett, Bradshaw Mountain Middle School Principal
 1. Certified – Amy Kidd
 2. Classified – Nancy Wilson
 3. Volunteer – Carol Weinrich

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 5-8 **A. Personnel Recommendations**
- Pages 9-12 **B. Governing Board Meeting Minutes of August 13, 2019** (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 13-230 **C. Financial/Business**
1. Approval of Accounts Payable voucher(s) in the amount of \$ 2,557,117.85
 2. Approval of Payroll voucher(s) in the amount of \$ 2,534,257.38
- Pages 231-238 **D. Monthly Budget Report**
- Pages 239-245 **E. Monthly Student Activities Report**
- Pages 246-259 **F. Request to approve a 3-year agreement with the Yavapai County School Superintendent for E-Rate consulting services**
- Pages 260-272 **G. Request for approval to renew an agreement with the Northern Arizona Suns for facility use for fiscal year 2019-20**
- Pages 273-283 **H. Request for approval to renew an affiliation agreement with Granite Creek Health and Rehabilitation Center for high school Certified Nursing Assistant students to receive clinical experience for the 2019-20 school year**
- Pages 284-301 **I. Request for approval to renew an affiliation agreement with Good Samaritan Society for high school Certified Nursing Assistant students to receive clinical experience for the 2019-20 school year**
- Pages 302-320 **J. Request for authorization to dispose of obsolete equipment.**
- Pages 321-322 **K. Gifts and donations**

9. **DISCUSSION**

- Pages 323-324 **A. School update from Bradshaw Mountain Middle School Principal Jessica Bennett to include:**
- Successes/data from SY2018-19
 - Community Partnerships
 - BMMS EXCEL / HRS Model
- Pages 325-326 **B. Report from Bradshaw Mountain High School German Exchange Program students regarding their recent trip to Germany**
- Pages 327-329 **C. Discussion of tax rates for fiscal year 2019-20**
- Pages 330-338 **D. Policy update as recommended by Superintendent – First Reading**
- Policy KJA – Relations with Parent/Citizen/Booster Organizations
- Pages 339-425 **E. First Reading of Policy Advisories 651-669 as presented by Arizona School Boards Association**
- PA 651 Policy BEDH Public Participation at Board Meetings
 - PA 652 Policy DJE Bidding/Purchasing Procedures
 - PA 653 Policy GBEA Staff Ethics
 - PA 654 Policy GBEB Staff Conduct
 - Regulation GBEB-R
 - PA 655 Policy GBefa **NEW** Staff Use of Digital Wireless Communications or

- PA 656 Policy GBI
 - PA 657 Policy GCF
 - PA 658 Policy GCFC
 - Exhibit GCFC-E
 - PA 659 Policy GCO
 - PA 660 Policy GDF
 - PA 661 Policy GDFA
 - Exhibit GDFA-E
 - PA 662 Policy IHA
 - Exhibit IHA-E
 - PA 663 Policy IHAMD **NEW**
 - PA 664 Policy IKF
 - PA 665 Policy JICA
 - Regulation JICA-R
 - PA 666 Policy JIH
 - PA 667 Policy JLCD
 - PA 668 Policy JLDAC **NEW**
 - PA 669 Policy JLF
- Electronic Devices While Operating a Motor Vehicle
Staff Participation in Political Activities
Professional Staff Hiring
Professional Staff Certification and Credentialing Requirements (Fingerprinting Requirements)
- Evaluation of Professional Staff Members
Support Staff Hiring
Support Staff Qualifications and Requirements (Fingerprinting Requirements)
- Basic Instructional Program
- Instruction and Training in Suicide Prevention
Graduation Requirements
Student Dress
- Student Interrogations, Searches and Arrests
Medicines/Administering Medicines to Students
Screening/Testing of Students (Vision Screening for Children)
Reporting Child Abuse/Child Protection

Pages 426-431 **F.** Policy update as recommended by Meet and Confer – First Reading

- Policy GCBA Professional Staff Salary Schedules

10. ACTION

Pages 432-458 **A.** Discussion and possible action to approve an agreement with Yavapai Library Network for Library Support.

Pages 459-466 **B.** Second reading and possible adoption of PA 649 as presented by Arizona School Boards Association

- PA 649 Policy JFAB Admission of Nonresident Students

***C.** The Board may vote to move into executive session pursuant to A.R.S. §15-843 (F) (Student Discipline) to hear the recommendation from a district appointed hearing officer and consider action for possible student expulsion

11. PERSONNEL

Pages 467-468 ***A.** The Board may vote to move into executive session pursuant to A.R.S § 38-341.03 (A)(1) (Personnel) for discussion regarding the resignation of certified employee, Julie Weir

Pages 469-470 ***B.** The Board may vote to move into executive session pursuant to A.R.S § 38-341.03 (A)(1) (Personnel) for discussion regarding the resignation of certified employee, Tami Law

12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

| | | | |
|--------------------|-----------|--------------------|-----------------------------------|
| September 24, 2019 | 6:00 p.m. | Work Study Session | @ District Office Conference Room |
| October 15, 2019 | 6:30 p.m. | Regular Meeting | @ Humboldt Elementary |
| November 12, 2019 | 6:30 p.m. | Regular Meeting | @ Lake Valley 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 – Bradshaw Mountain Middle School
 - 1. Certified – Amy Kidd
 - 2. Classified – Nancy Wilson
 - 3. Volunteer – Carol Weinrich



September 10, 2019

To: HUSD Governing Board

Subject: Nomination Letter for Certified Employee of the Month

Bradshaw Mountain Middle School Teacher — Amy Kidd

Bradshaw Mountain Middle School is pleased to recognize Amy Kidd, 8th grade teacher, as the HUSD certified employee of the month for September. Amy has worked in HUSD for twelve years, and BMMS won the lottery when she decided to move to the middle school three years ago. Amy has helped to transform our campus over the past few years, and her students know that they are on Team Kidd for the rest of their lives.

Mrs. Kidd's students are happy to tell you how much they love her:

- Mrs. Kidd is always smiling and lifting us kids up when we feel low. She always has a good attitude and is always doing whatever she can to help a kid out. She is always roaming the cafeteria in the morning to make sure us kids are starting the day off well. She is always making sure we are improving and all doing what we need to be successful. In addition, she is always making sure we are safe and on task. As a result, Mrs. Kidd has inspired me to be a better person. Her smile has impacted me to not only not care about what unkind things are said but to also wear a smile myself to spread the happiness and peace that we sometimes lack.
- Mrs. Kidd is helpful to me when I do not get what we are working on and she gives us chances to learn one on one with her. She is a great teacher and her positive attitude has affected me so much. There are some days where I am very sad and she is just so positive about everything and she makes me a better student and makes a huge impact on others.
- Ms. Kidd is an amazing teacher. She is a little strict, but she is fair. As a result, this has caused me to listen very carefully to what teachers say to us and what teachers do. She has helped me be a better person.
- Mrs. Kidd makes learning fun and she has helped me learn many strategies to be successful.
- Mrs. Kidd is very nice, cares about her students, and she helps them with work and other problems. Mrs. Kidd is there for me when I need her, and she is like a second mom to me. She is an excellent teacher.

Amy Kidd is a gifted educator who makes a positive impact on her students' lives. Her students are on board with her from week one and have no idea how much work they accomplish each day in her class. She tricks them with strategies and tasks and her students do not want to let her down. Watching Mrs. Kidd interact with students is a privilege for each of us who get to work with her. She mentors, guides, and supports all who work with her, and we are blessed she is part of our BMMS family.

Sincerely,

Jessica Bennett
Principal, Bradshaw Mountain Middle School



September 10, 2019

To: HUSD Governing Board

Subject: Nomination Letter for Classified Employee of the Month

Bradshaw Mountain Middle Classified/Certified Employee — Nurse Nancy Wilson

Bradshaw Mountain Middle School is pleased to recognize Nurse Nancy Wilson, as the HUSD employee of the month for September. Nancy truly deserves to be recognized for her work at BMMS and throughout HUSD.

Nancy has been with HUSD for five years, and she has left a tremendous impact at every campus. Nancy is the lead nurse in HUSD and she spends extensive hours training all new nurses. She comes in early and stays late to allow for the time to go to many other schools to help hearing and eye exams, paperwork, trainings, and to cover in emergencies. Nancy is patient, kind, and willing to serve wherever needed.

Our students, parents, and teachers love Nurse Nancy. She wears many hats and takes a personal interest in the physical and social-emotional health of each of our students. Nancy does not shy away from any task and meets with students who are having anxiety, have signs of self-harm, or who need additional emotional support. She listens and works with families and district support staff to help secure care and resources for each unique need.

If I could create a poster for the ideal school nurse, it would be of Nurse Nancy. She never shies away from any challenge, illness, or concern. She gets to know our students and loves and cares for them. She takes care of our teachers, support staff, and the principal. She has a heart of gold and gives her all in supporting our students, our school, and the district.

Sincerely,

Jessica Bennett
Principal, Bradshaw Mountain Middle School



September 10, 2019

To: HUSD Governing Board

Subject: Nomination Letter for Volunteer of the Month

Bradshaw Mountain Middle School Volunteer— Carol Weinrich

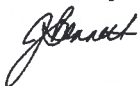
Bradshaw Mountain Middle School is pleased to recognize Carol Weinrich as the HUSD volunteer for the month for September. I met Carol and her husband Gary after we moved to Prescott Valley, and they are a true reflection of the quiet service and support that keeps our community and schools moving forward.

Carol texted me about a year ago to discuss an idea she had; she was anxious to make a donation to help a school in honor of her sister, Catherine Coughlin, who taught over twenty years in California. Carol's generosity and her once simple idea is now helping to transform our school.

As I visited with Carol about her sister, we found that Catherine loved to read to her students. We then talked about the BMMS library and an obvious need for a make-over and Carol was excited to help. Carol and Gary made a generous donation that has enabled our school to purchase paint, lego wall, and the new furniture for our library/maker-space. She even met me at Home Depot and was patient to help me pick out paint colors!

In several of her visits to the school, Carol noticed that the parking lot/entry way needed some attention. She walked right into my office one afternoon to let me know that our students deserve to arrive at a school with a clean and fresh entry-way. Carol made a decision then to help us create a design and to help landscape the front corner of the school. She is currently reaching out to individuals to help us complete this task.

Carol and Gary realize how blessed they have been in their lives, and their desire to give back to others is exemplary. I am grateful for Carol, her sister Catherine, and their service and love to children.

Sincerely,


Jessica Bennett
Principal Bradshaw Mountain Middle School

CONSENT

Item 8A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on September 10, 2019

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

Certified Staff

1. None

Classified Staff

1. Crystal Kain - Mod/Sev/Prof Aide @ BMHS (8/21/2019)
2. Elizabeth Derois - Playground Aide @ CSES (8/27/2019)
3. Emery Dodd - Custodian @ HES (8/9/2019)
4. Candas Freeman - Mod/Sev/Prof Aide @ GHMS (8/24/2019)
5. Jessica Stillion - Bus Driver (9/6/2019)
6. Susan Williams - After School Program Aide @ GES (8/9/2019)

Substitute + Staff

1. Paige Huxoll - Coach Freshman Volleyball @ BMHS-W (7/29/2019)

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

Certified Staff

1. Jeannie Clark - Teacher Resource @ LVES (replaces Tami Law)

Classified Staff

1. Richard Brazil - 8 Hrs/Day - IS Technician @ IT (replaces Kyle Bossart)
2. Laurie Busk - 6 Hrs/Day Title 1 Aide @ LVES (fills open position)
3. Amanda Cueva - 7 Hrs/Day Mod/Sev/Prof Aide @ GHMS (replaces April Madsen)
4. Betsi Duffy - 6.5 Hrs/Day Mod/Sev/Prof Aide @ LVES (fills open position)
5. Stephanie Dunlap - 8 Hrs/Day Lead Night Custodian @ BMMS (replaces Cynthia Williams)
6. Jennifer Durant - 6.5 Hrs/Day Mod/Sev/Prof Aide @ GHMS (replaces Keniah Lopez)
7. Ross Herbert - 6.5 Hrs/Day Mod/Sev/Prof Aide @ GHMS (replaces Radford Paul)
8. Heather Hyde - 6.5 Hrs/Day Title 1 Aide @ GES (replaces Jayme Tisdale)
9. Christina Kruse - 3.75 Hrs/Day Before and After School Aide (replaces Susan Williams)
10. Pamela McClure - 6.5 Hrs/Day Mod/Sev/Prof Aide @ MVES (replaces Radford Paul)
11. Noel Metzler - 6.5 Hrs/Day - Mod/Sev/Prof Aide @ GES (fills open position)
12. Starrla Norris - 7 Hrs/Day Mod/Sev/Prof Aide @ BMHS-W (fills open position)
13. Ricky Pinney - 8 Hrs/Day Custodian @ GHMS/LVES (replaces Gene Apolinar)
14. Roman Portner - 7 Hrs/Day Bus Driver @ Transportation (replaces Vickie Hale)
15. Brendan Scherer - 8 Hrs/Day - IS Technician @ IT (replaces Janet McGeary)
16. Kirsten Slora - 3 Hrs/Day Playground Aide @ CSES (replaces Jennifer Vogel)

Substitute + Staff

1. Hunter Goff - Student Worker @ BMHS-W (8/5/2019)
2. Daniel Hale - Student Worker @ BMHS-W (8/5/2019)
3. Daniel Medevielle - Student Worker @ BMHS-W (8/5/2019)
4. Liseth Olvera-Cruz - AVID Tutor @ BMHS-W (8/22/2019)
5. Noreen Paxton - Sub Bus Driver @ Transportation (8/8/2019)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on September 10, 2019

C. SUPPLEMENTAL CONTRACTS

Overloads

1. None

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

(M&O-\$29,110.00; Tax Credit- \$0; General Tax Credit- \$6,676.25; SPED-\$2,500.00; Other- \$20,250.00)

1. Paul Arnone - Band Director Middle School @ GHMS
2. Darrin Blake - CTSO Advisor - HOSA @ CTE
3. Marty Boles - Athletic Director Middle School @ GHMS
4. Marty Boles - Coach Volleyball Middle School @ GHMS
5. Laraine Bonzek - Coach Freshman Volleyball @ BMHS-W
6. David Capka - CTE Director Extended Contract @ CTE
7. Mary Davis - Yearbook Advisor Middle School @ GHMS
8. Timothy Derickson - Team Leader Middle School @ GHMS
9. Patricia Etcheverry - Coach Volleyball Elem @ HES
10. Lisa Frost - Student Council Advisor Elem @ HES
11. Deborah Galliers - Child Study Coordinator @ HES
12. William Grauberger - Coach Flag Football Elem @ HES
13. Eric Hall - CTSO Advisor - DECA @ CTE
14. Lewis Hollander - Reading Counts Elem @ HES
15. Corey Huibregtse - Child Study Coordinator (.5) @ MVES
16. Kari Ingerson - Team Leader Middle School @ GHMS
17. Elizabeth Johnson - Music Director Elem @ LVES/HES
18. Charles Johnston - Coach Flag Football Elementary @ LTS
19. Christine Knox - After School Art @ CSES
20. Lisa Krietenstein - Elementary Flag Football Coach @ MVES
21. Allison McElwee - Child Study Coordinator (.5) @ MVES
22. Jennifer Media - District ELD Coordinator @ DO
23. Kristen Munchinsky - Lego Robotics @ HES
24. Jasmine Navarro - Team Leader Middle School @ GHMS
25. Ronald Paffumi - Elementary Flag Football Coach @ LVES
26. Michael Pritsos - Coach Track Elem @ HES
27. Jantina Russell - CTSO Advisor - Thespian @ CTE
28. Linda Schaetzle - Nursing Program Coordinator @ CTE
29. Joshua Schreiner - Athletic Director Middle School @ LTS
30. Cynthia Sobo - CTSO Advisor - Skills USA @ CTE
31. Sarah Straus - Coach Volleyball Asst. MS @ GHMS
32. Mary Supergan - Student Council Advisor Middle School @ GHMS
33. Mary Supergan - Drama Advisor Middle School @ GHMS
34. Mary Supergan - Choir Director Middle School @ GHMS
35. Jeffrey Torp - Speech Supervision @ SSO
36. Nancy Vallely - CTSO Advisor - HOSA @ CTE
37. Rachel Wylie - Coach Basketball Elem @ HES

Other Stipends

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

1. None

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on September 10, 2019

D. IN-DISTRICT TRANSFERS

Certified

1. Micaela Janowski - From Teacher Title 1 @ LVES To Teacher Kindergarten @ LVES (fills open position)

Classified

1. Pamela Anderson - From Mod/Sev/Prof Aide @ MVES To Sub Bus Aide @ Transportation (fills open position)
2. Shawn Floyd - From Substitute Bus Driver @ Transportation To 7 Hrs/Day Bus Driver @ Transportation (fills open position)
3. Vickie Hale - From 7 Hrs/Day Bus Driver @ Transportation to 8 Hrs/Day Bus Driver @ Transportation (replaces Shelley White)
4. April Madsen - From 7 Hrs/Day Mod/Sev/Prof Aide @ GHMS To 7 Hrs/Day Mod/Sev/Prof Aide @ BMHS-W (fills open position)
5. Jayme Tisdale - From 7.25 Hrs/Day Title 1 Aide @ GES To 7 Hrs/Day Computer Lab Aide @ GES (replaces Faith Dekens)

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

Certified

1. Kim Adams - From 6.4 Hrs/Day ELD Teacher @ BMHS-W To 8 Hrs/Day ELD Teacher @ BMHS-W

Classified

1. None

F. Classified Staff - Volunteer Agreement Form Stipends

1. Karra Bryers - Drama Technical Advisor @ BMHS-W
2. Karen Muylle - Bus Driver Training @ Transportation

CONSENT

Item 8B.

Minutes

August 13, 2019

(audio minutes are available on the district website)

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

Audio Minutes Table of Contents (with markers) – 08-13-2019

The Governing Board of the Humboldt Unified School District #22 convened during a meeting open to the public on **August 13, 2019**, at **Glassford Hill Middle School** located at **6901 Panther Path, 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 REGULAR SESSION

Marker

- | | |
|-------|--|
| 00:02 | 1. WELCOME AND CALL TO ORDER |
| 00:27 | 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY |
| 00:51 | 3. ROLL CALL <i>ALL BOARD MEMBERS PRESENT</i> |
| 01:05 | 4. AGENDA REVIEW/ACCEPT <i>AGENDA ACCEPTED</i> |
| 01:30 | 5. CURRENT EVENTS |
| 06:53 | A. Board B. Superintendent |
| 10:02 | 6. CELEBRATING SUCCESSES A. Recognition of donation 1. Jewish Community Foundation donation/gift of Sensory Walk at Lake Valley Elementary School, valued at approximately \$18,315 |
| 17:28 | B. HUSD VIPs – Melissa Tannehill, Glassford Hill Middle School Principal 1. Certified – Jasmine Navarro 2. Classified – Todd Kelsey 3. Volunteer – Vince Moser |
| 29:23 | 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. Marty Grossman, Prescott Valley Town Council |
| 35:13 | 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.

- A. Personnel Recommendations
- B. Governing Board Meeting Minutes of July 9, 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 \$1,088,235.04
 - 2. Approval of Payroll voucher(s) in the amount of \$952,384.86
- D. Monthly Budget Report
- E. Monthly Student Activities Report
- F. Discussion and possible action to approve utilizing the Monthly Measurement Method for determining health insurance qualifications for fiscal year 2019-20
- G. Request for approval of the elementary and middle school fee schedule for school year 2019-20
- H. Request for approval of annual renewal of Heinfeld Meech, PC Auditing Services
- I. Request for approval of Cooperative Purchasing Contracts for FY 19-20 - Revised
- J. Request for renewal of four-year ASBA Policy Service Agreement
- K. Request for approval of Stipend Schedule for the 2019-20 school year
- L. Request for approval of hearing officers to conduct student discipline hearings for school year 2019-20
- M. Request for approval of Amendment 3 to HUSD's agreement with Arizona Department of Economic Security/Rehabilitation Services Administration - Transition from School to Work program

N. Gifts and donations

ALL PASSED UNANIMOUSLY

9. DISCUSSION

- 38:25 A. School update from Glassford Hill Middle School Principal Melissa Tannehill to include:
 - Successes from SY 2018-19
 - Discipline Data trends over 4 years
 - Partnership with Southwest Behavioral Health
 - iChoose Academy Updates
 - Schoolwide focus of literacy and writing across the curriculum
- 1:07:07 B. First Reading of Policy Advisory 649 as presented by Arizona School Boards Association
 - PA 649 JFAB Admission of Nonresident Students
 - Exhibits JFAB-EA, JFAB-EB

10. ACTION

- 1:08:07 A. Second Reading of Policy Advisories 646 and 648 as presented by Arizona School Boards Association
 - PA 646 Policy DIE Audits/Financial Monitoring
 - PA 648 Policy JFAA Admission of Resident Students

PASSED UNANIMOUSLY

- 1:09:28 **B.** Discussion and possible action to approve (ratify) contract language for employee addendum contracts for fiscal year 2019-20
PASSED UNANIMOUSLY
- 1:11:22 **C.** Discussion and possible action to approve additional staffing at Liberty Traditional School and Lake Valley Elementary School
PASSED UNANIMOUSLY
- 1:17:24 **D.** Approval of Supplemental Wage Schedule for 2019-20 (Certified and Classified Substitute Additions)
PASSED UNANIMOUSLY
- 1:20:27 **E.** Discussion and possible action to appoint a delegate and alternate delegate to represent Humboldt Unified School District as the district delegate to the Arizona School Boards Association delegate assembly on September 7, 2019
DELEGATE – RICHARD ADLER, ALTERNATE DELEGATE – RYAN GRAY
PASSED UNANIMOUSLY
- 1:23:50 **F.** Discussion and possible action to approve the Arizona School Boards Association's (ASBA) draft 2020 Political Agenda and direct the District's delegate/alternate delegate to the ASBA delegate assembly to represent the Board's determined position.
PASSED UNANIMOUSLY

11. ANNOUNCEMENTS

- 1:30:01 **A.** Next Scheduled Board Meetings are:

| | | | |
|--------------------|-----------|--------------------|-----------------------------------|
| September 10, 2019 | 6:30 p.m. | Regular Meeting | @ Bradshaw Mountain Middle |
| September 24, 2019 | 5:30 p.m. | Work Study Session | @ District Office Conference Room |
| October 15, 2019 | 6:30 p.m. | Regular Meeting | @ Humboldt Elementary |
| November 12, 2019 | 6:30 p.m. | Regular Meeting | @ Lake Valley Elementary |

1:31:09 12. ADJOURNMENT

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CONSENT

Item 8D.

Monthly Budget Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8D
FROM: Cynthia Windham Reading
Finance Director
DATE: Sept. 10, 2019 Discuss
SUBJECT: Monthly Budgets - Board Report Action
Consent X

OBJECTIVE: Goal # Planning for Future Student Needs

SUPPORTING DATA:

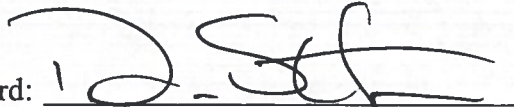
Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director, (928)759-4000

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

☒ Summary Only From Date: 7/1/2019 To Date: 8/26/2019

| Account Number / Description | Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance % Remaining Bud |
|--|-----------------|----------------|----------------|-----------------|-----------------|-----------------------------------|
| Fund: 001 MAINT & OPER FUNDS | | | | | | |
| Fund 001 Total: | \$35,292,510.52 | \$2,105,606.10 | \$2,105,606.10 | \$33,186,904.42 | \$22,886,850.17 | \$10,300,054.25 29.18% |
| Fund 011 CLASSROOM-BASE SAL | | | | | | |
| Fund 011 Total: | \$676,820.98 | \$0.00 | \$0.00 | \$676,820.98 | \$0.00 | \$676,820.98 100.00% |
| Fund 012 CLASSROOM-PERF PAY | | | | | | |
| Fund 012 Total: | \$1,472,782.64 | \$0.00 | \$0.00 | \$1,472,782.64 | \$0.00 | \$1,472,782.64 100.00% |
| Fund 013 CLASSROOM-OTHER | | | | | | |
| Fund 013 Total: | \$1,173,920.38 | \$361.38 | \$361.38 | \$1,173,559.00 | \$0.00 | \$1,173,559.00 99.97% |
| Fund 021 INDIAN GAMING-INSTRUCTION IMPROV | | | | | | |
| Fund 021 Total: | \$71,352.00 | \$0.00 | \$0.00 | \$71,352.00 | \$0.00 | \$71,352.00 100.00% |
| Fund 022 INDIAN GAMING-INSTRUCTIONAL IMPROV | | | | | | |
| Fund 022 Total: | \$271.00 | \$0.00 | \$0.00 | \$271.00 | \$0.00 | \$271.00 100.00% |
| Fund 024 INDIAN GAMING - INSTRUCTIONAL IMPROV | | | | | | |
| Fund 024 Total: | \$412,788.00 | \$13,877.35 | \$13,877.35 | \$398,910.65 | \$145,697.22 | \$253,213.43 61.34% |
| Fund 071 SEI - STRUCTURED ENGLISH IMMERSION | | | | | | |
| Fund 071 Total: | \$157,842.52 | \$5,221.63 | \$5,221.63 | \$152,620.89 | \$123,280.08 | \$29,340.81 18.59% |
| Fund 110 TITLE 1 LEA | | | | | | |
| Fund 110 Total: | \$449,703.00 | \$8,601.72 | \$8,601.72 | \$441,101.28 | \$136,528.36 | \$304,572.92 67.73% |
| Fund 111 TITLE 1 LEA | | | | | | |
| Fund 111 Total: | \$1,412,334.50 | \$33,196.22 | \$33,196.22 | \$1,379,138.28 | \$882,347.55 | \$496,790.73 35.18% |
| Fund 140 TITLE II-IMPROV TEACHER QUAL(14/15) | | | | | | |
| Fund 140 Total: | \$180,136.00 | \$35,910.31 | \$35,910.31 | \$144,225.69 | \$30,216.97 | \$114,008.72 63.29% |
| Fund 141 TITLE II-IMPROV TEACHER QUAL(15/16) | | | | | | |

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

☒ Summary Only

From Date: 7/1/2019

To Date: 8/26/2019

| Account Number / Description | Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance % Remaining Bud |
|---|----------------|---------------|-------------|----------------|--------------|-----------------------------------|
| Fund 141 Total: | \$272,128.86 | \$4,480.41 | \$4,480.41 | \$267,648.45 | \$61,244.11 | \$206,404.34 75.85% |
| Fund 190 TITLE III LEP PROGRAM | | | | | | |
| Fund 190 Total: | \$42,763.00 | \$0.00 | \$0.00 | \$42,763.00 | \$0.00 | \$42,763.00 100.00% |
| Fund 191 EMERGENCY IMMIGRANT | | | | | | |
| Fund 191 Total: | \$31,408.68 | \$0.00 | \$0.00 | \$31,408.68 | \$0.00 | \$31,408.68 100.00% |
| Fund 195 TARGETED SUPPORT & IMPROVEMENT GRNT | | | | | | |
| Fund 195 Total: | \$28,462.00 | \$0.00 | \$0.00 | \$28,462.00 | \$16,075.87 | \$12,386.13 43.52% |
| Fund 220 IDEA - BASIC - ENT | | | | | | |
| Fund 220 Total: | \$953,042.28 | \$42,032.71 | \$42,032.71 | \$911,009.57 | \$727,405.41 | \$183,604.16 19.27% |
| Fund 221 IDEA - PRESCHOOL GRANT | | | | | | |
| Fund 221 Total: | \$27,230.98 | \$383.96 | \$383.96 | \$26,847.02 | \$15,392.11 | \$11,454.91 42.07% |
| Fund 260 CTE BASIC GRANT | | | | | | |
| Fund 260 Total: | \$114,183.49 | \$0.00 | \$0.00 | \$114,183.49 | \$13,917.30 | \$100,266.19 87.81% |
| Fund 261 CTE BASIC GRANT | | | | | | |
| Fund 261 Total: | \$107,373.00 | \$3,505.76 | \$3,505.76 | \$103,867.24 | \$690.07 | \$103,177.17 96.09% |
| Fund 290 MEDICAID OUTREACH | | | | | | |
| Fund 290 Total: | \$50,606.97 | \$2,044.32 | \$2,044.32 | \$48,562.65 | \$7,477.14 | \$41,085.51 81.19% |
| Fund 291 MEDICAID DIRECT | | | | | | |
| Fund 291 Total: | \$1,205,922.41 | \$15,100.46 | \$15,100.46 | \$1,190,821.95 | \$425,037.08 | \$765,784.87 63.50% |
| Fund 349 NAT'L FOREST FEES | | | | | | |
| Fund 349 Total: | \$1,091,225.31 | \$41,322.27 | \$41,322.27 | \$1,049,903.04 | \$429,667.52 | \$620,235.52 56.84% |
| Fund 353 TAYLOR GRAZING | | | | | | |
| Fund 353 Total: | \$87,713.00 | \$2,792.38 | \$2,792.38 | \$84,920.62 | \$22,018.04 | \$62,902.58 |

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

☒ Summary Only

From Date: 7/1/2019

To Date: 8/26/2019

Account Number / Description

| | | Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance % Remaining Bud |
|--------------|-----|--|---------------|--------------|----------------|----------------|-----------------------------------|
| Fund: | 354 | LEADERS FOR SCHOOL WELLNESS SUBGRAI | | | | | |
| | | Fund 354 Total: | | | | | |
| Fund: | 374 | E-RATE | \$2,942.81 | \$2,942.81 | \$52,807.19 | \$34,173.01 | \$18,634.18 33.42% |
| | | Fund 374 Total: | | | | | |
| Fund: | 400 | CTE PRIORITY PROGRAM | \$0.00 | \$0.00 | \$115,196.00 | \$0.00 | \$115,196.00 100.00% |
| | | Fund 400 Total: | | | | | |
| Fund: | 435 | ACADEMIC CONTESTS | \$0.00 | \$0.00 | \$26,082.31 | \$1,174.00 | \$24,908.31 95.50% |
| | | Fund 435 Total: | | | | | |
| Fund: | 450 | GIFTED | \$0.00 | \$0.00 | \$1,125.00 | \$0.00 | \$1,125.00 100.00% |
| | | Fund 450 Total: | | | | | |
| Fund: | 456 | COLLEGE CREDIT BY EXAMINATION INCENTIV | \$0.00 | \$0.00 | \$4,116.46 | \$0.00 | \$4,116.46 100.00% |
| | | Fund 456 Total: | | | | | |
| Fund: | 457 | RESULTS - BASED FUNDING | \$0.00 | \$0.00 | \$18,161.00 | \$0.00 | \$18,161.00 100.00% |
| | | Fund 457 Total: | | | | | |
| Fund: | 485 | WRP | \$11,190.34 | \$11,190.34 | \$86,959.74 | \$27,944.84 | \$47,824.56 55.00% |
| | | Fund 485 Total: | | | | | |
| Fund: | 500 | SCH PLANT- > 1 YR | \$17,143.44 | \$17,143.44 | \$233,491.64 | \$116,563.44 | \$99,784.76 42.74% |
| | | Fund 500 Total: | | | | | |
| Fund: | 510 | FOOD SERVICE | \$3,341.10 | \$3,341.10 | \$233,411.00 | \$45,931.10 | \$184,138.80 78.89% |
| | | Fund 510 Total: | | | | | |
| Fund: | 515 | CIVIC CENTER | \$105,995.59 | \$105,995.59 | \$2,864,590.75 | \$2,257,267.73 | \$501,327.43 17.50% |
| | | Fund 515 Total: | | | | | |
| | | | \$29,005.23 | \$29,005.23 | \$228,831.21 | \$17,740.35 | \$211,090.86 81.87% |

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

| Expenditure Budget Balance Report | | | | | | | | | |
|-----------------------------------|-----|-----------------------------|---------------|-----|---------------------|-------------|--------------------|----------------|--|
| Fiscal Year: 2019-2020 | | Summary Only | | | From Date: 7/1/2019 | | To Date: 8/26/2019 | | |
| Account Number / Description | | Budget | Range To Date | YTD | Balance | Encumbrance | % Remaining Bud | Budget Balance | |
| Fund: | 522 | BEFORE/AFTER SCHOOL PROGRAM | | | | | | | |
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Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

☒ Summary Only

From Date: 7/1/2019

To Date:

8/26/2019

| Account Number / Description | Budget | Range To Date | YTD | Balance | Encumbrance | % Remaining Bud |
|------------------------------|----------------|---------------|--------------|----------------|--------------|---------------------------|
| Fund 575 Total: | \$107,248.00 | \$0.00 | \$0.00 | \$107,248.00 | \$0.00 | \$107,248.00 100.00% |
| Fund 590 | | | | | | |
| GRANT/GIFT TEACHER | | | | | | |
| Fund 590 Total: | \$21,630.00 | \$0.00 | \$0.00 | \$21,630.00 | \$0.00 | \$21,630.00 100.00% |
| Fund 595 | | | | | | |
| SCHOOL BUS ADVERTISEMENT | | | | | | |
| Fund 595 Total: | \$5,726.00 | \$0.00 | \$0.00 | \$5,726.00 | \$0.00 | \$5,726.00 100.00% |
| Fund 596 | | | | | | |
| JTED - MTN. INSTITUTE | | | | | | |
| Fund 596 Total: | \$545,680.00 | \$31,048.41 | \$31,048.41 | \$514,631.59 | \$145,865.89 | \$368,765.70 67.58% |
| Fund 610 | | | | | | |
| CAPITAL OUTLAY | | | | | | |
| Fund 610 Total: | \$3,302,244.00 | \$740,774.65 | \$740,774.65 | \$2,561,469.35 | \$915,263.01 | \$1,646,206.34 49.85% |
| Fund 630 | | | | | | |
| BOND BUILDING | | | | | | |
| Fund 630 Total: | \$312,821.93 | \$288,244.37 | \$288,244.37 | \$24,577.56 | \$22,997.03 | \$1,580.53 0.51% |
| Fund 650 | | | | | | |
| GIFTS & DONATIONS | | | | | | |
| Fund 650 Total: | \$36,448.00 | \$0.00 | \$0.00 | \$36,448.00 | \$0.00 | \$36,448.00 100.00% |
| Fund 665 | | | | | | |
| ENERGY REBATES | | | | | | |
| Fund 665 Total: | \$340,716.50 | \$0.00 | \$0.00 | \$340,716.50 | \$0.00 | \$340,716.50 100.00% |
| Fund 691 | | | | | | |
| BUILDING RENEWAL GRANT - SFB | | | | | | |
| Fund 691 Total: | \$206,777.00 | \$178,760.00 | \$178,760.00 | \$28,017.00 | \$28,017.00 | \$0.00 0.00% |
| Fund 700 | | | | | | |
| DEBT SERVICE FUNDS | | | | | | |
| Fund 700 Total: | \$3,793,300.00 | \$0.00 | \$0.00 | \$3,793,300.00 | \$0.00 | \$3,793,300.00 100.00% |
| Fund 850 | | | | | | |
| STUDENT ACTIVITIES | | | | | | |
| Fund 850 Total: | \$1,985,910.00 | \$1,325.97 | \$1,325.97 | \$1,984,584.03 | \$12,890.47 | \$1,971,693.56 99.28% |
| Fund 855 | | | | | | |
| EMPLOYEE INSURANCE | | | | | | |
| Fund 855 Total: | \$2,069,186.34 | \$772,538.82 | \$772,538.82 | \$1,296,647.52 | \$0.00 | \$1,296,647.52 |

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

| <input checked="" type="checkbox"/> Summary Only | From Date: 7/1/2019 | To Date: 8/26/2019 | Budget Balance | |
|--|---------------------|--------------------|-----------------|-----------------|
| | YTD | Balance | Encumbrance | % Remaining Bud |
| Budget | Range To Date | | | |
| \$66,191,874.78 | \$4,577,103.37 | \$61,614,771.41 | \$30,436,359.95 | 62.66% |
| | | | | 47.10% |

Grand Total:

End of Report

CONSENT

Item 8E.

Student Activities Report



Principal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item #

8 E

FROM: Cynthia Windham, Executive Director of Finance

Reading

DATE: September 10, 2019

Discuss

SUBJECT: Student Activities - Board Report

Action

Consent X

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
☐ Include pre encumbrance
☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2018

To Date: 8/26/2019

☐ Print accounts with zero balance
☐ Filter Encumbrance Detail by Date Range

| Account Number | Description | GL Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance | % Bud |
|----------------------------|---------------------------------------|-------------|---------------|-------------|--------------|-------------|----------------|---------|
| 850.100.1000.6000.110.1319 | GENERIC EXPENSE | \$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% |
| 850.100.1000.6610.132.1319 | 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% |
| 850.100.1000.6610.133.1319 | 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
☐ Exclude Inactive Accounts with zero balance

☐ Include pre encumbrance
☐ Print accounts with zero balance

From Date: 7/1/2018 To Date: 8/26/2019

☐ Filter Encumbrance Detail by Date Range

| Account Number | Description | GL Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance | % Bud |
|----------------------------|---|-------------|---------------|-------------|--------------|-------------|----------------|---------|
| 850.100.1000.6000.134.1319 | GENERIC EXPENSE | \$3,270.01 | \$0.00 | \$0.00 | \$3,270.01 | \$0.00 | \$3,270.01 | 100.00% |
| 850.100.1000.6000.134.1319 | GENERAL SUPPLIES | \$0.00 | \$259.17 | \$259.17 | (\$259.17) | \$0.00 | (\$259.17) | 0.00% |
| 850.610.1000.6000.134.1319 | 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% |
| 850.610.1000.6000.230.1311 | GENERAL SUPPLIES | \$0.00 | \$986.33 | \$986.33 | (\$986.33) | \$0.00 | (\$986.33) | 0.00% |
| 850.610.1000.6000.230.1311 | 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% |
| 850.100.1000.6000.230.1316 | DUES AND FEES | \$0.00 | \$12.00 | \$12.00 | (\$12.00) | \$0.00 | (\$12.00) | 0.00% |
| 850.610.1000.6000.230.1316 | GENERAL SUPPLIES | \$0.00 | \$674.45 | \$674.45 | (\$674.45) | \$0.00 | (\$674.45) | 0.00% |
| 850.610.1000.6000.230.1316 | DUES AND FEES | \$0.00 | \$880.00 | \$880.00 | (\$880.00) | \$0.00 | (\$880.00) | 0.00% |
| 850.610.1000.6000.230.1316 | MISC EXPENDITURES | \$0.00 | \$2,561.00 | \$2,561.00 | (\$2,561.00) | \$0.00 | (\$2,561.00) | 0.00% |
| | COURSE: HOSANURSING - 1316 | \$6,553.51 | \$4,167.45 | \$4,167.45 | \$2,386.06 | \$0.00 | \$2,386.06 | 36.41% |
| 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% |
| 850.610.1000.6000.230.1319 | GENERAL SUPPLIES | \$0.00 | \$3,755.45 | \$3,755.45 | (\$3,755.45) | \$0.00 | (\$3,755.45) | 0.00% |
| 850.610.1000.6000.230.1319 | DUES AND FEES | \$0.00 | \$190.00 | \$190.00 | (\$190.00) | \$0.00 | (\$190.00) | 0.00% |
| 850.610.1000.6000.230.1319 | 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% |
| 850.610.1000.6000.230.1361 | GENERAL SUPPLIES | \$0.00 | \$4,265.80 | \$4,265.80 | (\$4,265.80) | \$0.00 | (\$4,265.80) | 0.00% |
| 850.610.1000.6000.230.1361 | 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
 ☐ Include pre encumbrance
 ☐ Print accounts with zero balance
 ☐ Filter Encumbrance Detail by Date Range
☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2018 To Date: 8/26/2019

| 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% |
| 850.610.1000.6880.230.1368 | 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% |
| 850.610.1000.6880.230.1375 | 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 | \$32,125.82 | \$32,125.82 | \$30,972.27 | \$0.00 | \$30,972.27 49.09% |

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
☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2018 To Date: 8/26/2019

| Account Number | Description | GL Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance | % Bud |
|----------------|-------------|--------------|---------------|-------------|-------------|-------------|----------------|--------|
| | | \$104,909.67 | \$49,659.15 | \$49,659.15 | \$55,250.52 | \$0.00 | \$55,250.52 | 52.66% |

Grand Total:

End of Report

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES/CLUBS REPORT - (K)

Fiscal Year: 2019-2020

☐ Subtotal by Collapse Mask
 ☐ Include pre encumbrance
 ☐ Print accounts with zero balance
 ☐ Filter Encumbrance Detail by Date Range
☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2019 To Date: 8/26/2019

| Account Number | Description | GL Budget | Range To Date | YTD | Balance | Encumbrance | Budget Balance | % Bud |
|----------------------------|--|--------------------------------|----------------------------------|----------------------------------|--|---|---|----------------------------|
| 850.100.1000.6610.125.1319 | GENERAL SUPPLIES COURSE: STUDENT COUNCIL - 1319 | \$0.00 \$0.00 | \$192.97 \$192.97 | \$192.97 \$192.97 | (\$192.97) (\$192.97) | \$407.03 \$407.03 | (\$600.00) (\$600.00) | 0.00% 0.00% |
| 850.610.1000.6810.125.1362 | DUES AND FEES COURSE: NATIONAL HONOR SOCIETY - 1362 UNIT: GHMS - 125 | \$0.00 \$0.00 \$0.00 | \$385.00 \$385.00 \$577.97 | \$385.00 \$385.00 \$577.97 | (\$385.00) (\$385.00) (\$577.97) | \$0.00 \$0.00 \$407.03 | (\$385.00) (\$385.00) (\$985.00) | 0.00% 0.00% 0.00% |
| 850.100.1000.6000.230.1311 | GENERIC EXPENSE COURSE: HOSA/SPORTS MEDICINE - 1311 | \$1,960.00 \$1,960.00 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$1,960.00 \$1,960.00 | \$0.00 \$0.00 | \$1,960.00 \$1,960.00 | 100.00% 100.00% |
| 850.100.1000.6000.230.1319 | GENERIC EXPENSE | \$500.00 | \$0.00 | \$0.00 | \$500.00 | \$0.00 | \$500.00 | 100.00% |
| 850.400.2710.6627.230.1319 | DIESEL FUEL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$317.84 | (\$317.84) | 0.00% |
| 850.610.1000.6610.230.1319 | GENERAL SUPPLIES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | (\$1,000.00) | 0.00% |
| 850.610.1000.6732.230.1319 | FF&E \$1000 - \$4999 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,932.10 | (\$5,932.10) | 0.00% |
| 850.610.1000.6890.230.1319 | MISC EXPENDITURES | \$0.00 | \$748.00 | \$748.00 | (\$748.00) | \$1,083.50 | (\$1,831.50) | 0.00% |
| 850.610.2190.6340.230.1319 | TECHNICAL SERVICES COURSE: STUDENT COUNCIL - 1319 | \$0.00 \$500.00 | \$0.00 \$748.00 | \$0.00 \$748.00 | \$0.00 (\$248.00) | \$3,100.00 \$11,433.44 | (\$3,100.00) (\$11,681.44) | 0.00% -2336.29% |
| 850.100.1000.6000.230.1361 | GENERIC EXPENSE COURSE: MU ALPHA THETA - 1361 | \$170.00 \$170.00 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$170.00 \$170.00 | \$0.00 \$0.00 | \$170.00 \$170.00 | 100.00% 100.00% |
| 850.610.1000.6890.230.1368 | MISC EXPENDITURES COURSE: DECA - 1368 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$0.00 \$0.00 | \$50.00 \$50.00 | (\$50.00) (\$50.00) | 0.00% 0.00% |
| 850.610.1000.6610.230.1403 | GENERAL SUPPLIES COURSE: P.A.L.S. - 1403 UNIT: BMHS - 230 | \$0.00 \$0.00 \$2,630.00 | \$0.00 \$0.00 \$748.00 | \$0.00 \$0.00 \$748.00 | \$0.00 \$0.00 \$1,882.00 | \$1,000.00 \$1,000.00 \$12,483.44 | (\$1,000.00) (\$1,000.00) (\$10,601.44) | 0.00% 0.00% -403.10% |
| Grand Total: | | \$2,630.00 | \$1,325.97 | \$1,325.97 | \$1,304.03 | \$12,890.47 | (\$11,586.44) | -440.55% |

End of Report

CONSENT

Item 8F.

Agreement – E-Rate Consulting Services

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|---|------------|
| TO: | Humboldt Unified School District Governing Board | Item # 8 F |
| FROM: | Patrick Keeling, Director of Technology | Reading |
| DATE: | September 10, 2019 | Discuss |
| SUBJECT: | YCSS E-Rate Consulting Agreement | Action |
| | | Consent X |
| <hr/> | | |
| OBJECTIVE: | Goal #2 To Focus on Planning for Future Student Needs | |

SUPPORTING DATA:

The Yavapai County School Superintendent (YCSS) provides E-Rate consulting services that assist the District in securing funds through the E-Rate program. These funds are used to offset the costs of internet, site-to-site network services and network hardware used by the District to provide internet access for students. This agreement represents the continuation of services that have been used by HUSD since the 2012-2013 school year.

Key points of note for this Agreement are:

1. The Agreement is effective July 1, 2019 – June 30, 2022
2. This Agreement shall cost a total of \$9,525 per year. This amount is consistent with what the District has spent for these services in prior years. These services are paid for from the M&O budget.

Note: This document is being distributed at the direction of the County Attorney and has been reviewed by HUSD Legal Counsel.

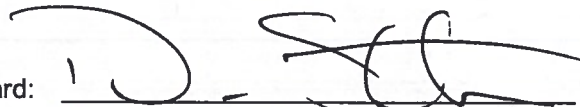
SUMMARY & RECOMMENDATION:

It is recommended that the HUSD Governing Board approve the attached Agreement for E-Rate consulting services to be provided by the YCSS that will allow The District to continue receiving the benefits of an E-Rate consultant to support the E-Rate funding process.

Sample Motion:

I move to approve the YCSS E-Rate consulting Agreement as presented to allow the District to continue receiving professional E-Rate consulting services from July 1, 2019 through June 30, 2022.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Patrick Keeling, Director of Technology, (928) 759-5024

**AGREEMENT FOR E-RATE SERVICES
BETWEEN HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22
AND YAVAPAI COUNTY THROUGH THE YAVAPAI COUNTY SCHOOL
SUPERINTENDENT**

This Agreement for E-Rate Services (hereinafter referred to as this "Agreement") is made and entered into by and between Humboldt Unified School District No. 22 (hereinafter referred to as "School") and Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS"). School and YCSS may each be referred individually as a "Party" or "party," and collectively as the "Parties" or "parties."

RECITALS

WHEREAS, Universal Service Administrative Company (USAC) Schools and Library Division (SLD) Program, commonly known as "E-Rate Services," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access; and,

WHEREAS, School has authority to enter into this Agreement with YCSS for consulting about and assistance with E-Rate Services and discretionary programs pursuant to A.R.S. §§ 15-302(B), 15-343(A), 15-365, and/or 15-1261; and,

WHEREAS, School wishes to retain YCSS to provide consulting about and assistance with E-Rate Services; and,

WHEREAS, YCSS is designated as a local education agency for the purpose of serving as an education service agency that is eligible to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools within that county pursuant to A.R.S. § 15-301; and,

WHEREAS, YCSS may provide discretionary programs to School pursuant to A.R.S. § 15-302(B); and,

WHEREAS, YCSS may establish service programs and School may participate in service programs established pursuant to A.R.S. § 15-365; and,

WHEREAS, YCSS wishes to assist school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools with the paperwork necessary to comply with applicable regulations to obtain available E-Rate Services; and,

WHEREAS, The E-Rate Services provided by YCSS are intended to support and enhance student achievement by assisting and guiding School to plan, procure, and implement essential technology needs and assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School and YCSS, intending to become legally bound, agree as follows:

1. **Duration/Term.** This Agreement's term is for 3 years and shall be effective from July 1, 2019 through June 30, 2022 ("FY 2020-22").
2. **Termination.** The parties may terminate this Agreement with thirty (30) days written notice specifying the termination date. Any termination of this Agreement shall not relieve the parties of responsibility for its costs incurred prior to the effective date of the termination.
3. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
4. **Scope of Work and Duties and Services Provided by YCSS.** Under this Agreement, YCSS shall provide the following services to School:
 - 4.1 YCSS shall consult with and guide School on School's E-Rate application for FY 2019-20, 2020-21, and 2021-22.
 - 4.2 YCSS shall provide School with information on and assistance with the E-Rate process and share technical advice on related services and equipment.
 - 4.3 With respect to E-Rate Services procurement, YCSS shall:
 - 4.3.1 Prepare bid documents and contract documents necessary to procure and contract for E-Rate Services;
 - 4.3.2 Assist School in publishing the call for bids;
 - 4.3.3 Assist School with compliance with federal and state procurement regulations; and
 - 4.3.4 Assist School in scoring and evaluating all bids received.
 - 4.4 YCSS shall assist School in filing, which may include the YCSS filing the forms on behalf of School, the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.
 - 4.5 YCSS shall assist School with Program Integrity Assurance (PIA) review of Federal

Communications Commission (FCC) forms filed by School.

- 4.6 YCSS shall assist School with its determination on reasonable means and methods to obtain the maximum E-Rate discount allowed in accordance with governing rules and regulations.
 - 4.7 YCSS shall assist School with its determination on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services.
 - 4.8 YCSS shall perform all other reasonable, customary, and lawful E-Rate tasks to assist School during this Agreement's term, including submission of forms online or signing forms as needed.
 - 4.9 YCSS makes no promises or guarantees to School with respect to available E-Rate Services and any discounts and/or reimbursements payable to School. If the FCC and/or SLD requests any adjustments from School and/or requests any adjustments to any discounts and/or reimbursements made to School, such adjustments are the sole responsibility of School.
- 5. Services Not Provided By YCSS.**
- 5.1 YCC shall not be responsible for any information provided to SLD whether provided directly by School or whether provided by YCSS on behalf of School.
 - 5.2 YCSS shall not select the final E-Rate vendor or advise School which vendor to select.
 - 5.3 YCSS shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.
- 6. Scope of Work and Duties and Warranties Provided by School.** Under this Agreement, School shall provide the following duties and warranties to YCSS:
- 6.1 School shall provide all information reasonably requested by YCSS in a timely manner.
 - 6.2 School shall designate a responsible, authorized person to:
 - 6.2.1 Serve as a point of contact for SLD under the direction of the FCC;
 - 6.2.2 Review all E-Rate Forms; and
 - 6.2.3 Coordinate and cooperate with YCSS on all matters relating to E-Rate services under this Agreement.
 - 6.3 School shall fully comply with all E-Rate rules and regulations and all other

applicable federal and state laws, including the obligation to certify the representations in and execute the Letter of Agency form attached as Exhibit 1 and incorporated by reference herein. School certifies and warrants all information provided to YCSS and certifies and warrants all information provided to the FCC and/or SLD whether provided directly by School or whether provided by YCSS on behalf of School.

- 6.4 School acknowledges and agrees that if the FCC and/or SLD requests any adjustments from School and/or requests any adjustments to any discounts and/or reimbursements made to School, such adjustments are the sole responsibility of School.
- 6.5 School shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.
7. **Payment and Consideration.** Within thirty (30) days after YCSS invoices School, School shall pay YCSS the invoiced amount for all services provided under this Agreement not to exceed the following:
- \$9525.00 for FY 2019-20.
- \$9525.00 for FY 2020-21.
- \$9525.00 for FY 2021-22.
8. **Non-appropriation of funds.** The parties recognize and acknowledge that YCSS is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of YCSS's obligations under this Agreement, then YCSS shall notify the other party(ies) in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to YCSS. If YCSS's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.
9. **Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.
10. **Indemnification.** To the fullest extent permitted by law, School (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager (hereinafter collectively referred to as "Indemnitee") without limitation from and against any and all claims, actions, damages, losses, liabilities, fees, fines, or expenses (including, but not limited to, attorney fees, court costs, and costs of claim processing, investigation, litigation, and appellate proceedings) (hereinafter referred to as "CLAIMS") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any

acts or omissions of School or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of School to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that School will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. School shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of School or anyone directly or indirectly employed by School or anyone for whose acts School may be liable. School agrees to waive all rights of subrogation against the YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount, and type required herein to be maintained by School shall in no way be construed as limiting the scope of this Indemnity.

11. **Limitation of Liability.** To the fullest extent permitted by law, School agrees that the liability of YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager in connection with services hereunder to School and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YCSS, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by School to YCSS for services rendered by YCSS under this Agreement.
12. **Notices.** All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by personal delivery or certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to School to:

Humboldt Unified School District No. 22
Attn: Patrick Keeling
6411 N. Robert Road
Prescott Valley, AZ 86314

If to YCSS to:

Tim Carter, Yavapai County School Superintendent
2970 Centerpointe East Drive
Prescott, AZ 86301

The parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other parties. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

13. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
14. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against School or YCSS. This Agreement is not intended to benefit any third party.
15. **Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this section is void.
16. **Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
17. **Written Certification Pursuant to A.R.S. § 35-393.01.** The parties are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of Israel.
18. **Fingerprint and E-verify.** If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
19. **Non-discrimination.** The parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
20. **Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The

parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

21. **Workers' Compensation.** For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
22. **Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
23. **Waiver of Jury Trial.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
24. **Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
25. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If School and YCSS are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
26. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
27. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

28. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
29. **Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
30. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.
31. **Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.
32. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
33. **Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

Page 8 of 12

Agreement for E-Rate Services between Humboldt Unified School District No. 22 and Yavapai County through the
Yavapai County School Superintendent

Revised 05/08/2019

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

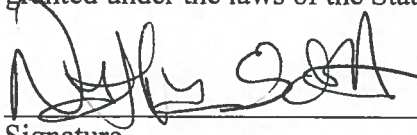
HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22

Signature of Authorized Agent

Date: _____

Printed Name and Title

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to School.


Signature

Date: 8/7/2019

NATHAN SCOTT / HOFFORD HOFFSTADT
Printed Name and Title/Law Firm Name

YCSSL:

Yavapai County through the Yavapai County School Superintendent

Tim Carter

Date: _____

APPROVED BY:

Randall W. Garrison, Chairman
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to YCSS.

Joy L. Biedermann
Deputy Yavapai County Attorney

Date: _____

EXHIBIT 1
Letter of Agency

This confirms Humboldt Unified School District No. 22's participation with and representation by Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS") for procurement of affordable telecommunications and/or Internet access, and related equipment. I hereby authorize YCSS to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on School's behalf.

I understand that, in submitting these forms on School's behalf, YCSS is making the certifications for School. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that library or school and all schools in the school district are all libraries or schools under the statutory definitions of libraries or elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that library or school and/or school district(s) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 *et seq.*
- (d) I certify that library or school and/or school district(s) have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least TEN (10) years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statutes and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if

audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- (g) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to YCSS for E-rate submission is true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement, is for 3 years and shall be effective from July 1, 2019 through June 30, 2022 ("FY 2020-22").

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22

Signature of Authorized Agent

Date: _____

Printed Name and Title

CONSENT

Item 8G.

Agreement Renewal Northern Arizona Suns

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|--|------------|
| TO: | Humboldt Unified School District Governing Board | Item # 8 G |
| FROM: | Cole Young, Assistant Superintendent-Operations | Reading |
| DATE: | September 10, 2019 | Discuss |
| SUBJECT: | License Agreement between NAZ Suns and HUSD | Action |
| | | Consent X |
| <hr/> | | |
| OBJECTIVE: | Board Governance | |

SUPPORTING DATA

Attached is the fourth Licensing Agreement between the Northern Arizona Suns and Humboldt Unified School District. The agreement is in force beginning on September 15, 2019 and will expire on April 15, 2020. During this time period, the NAZ Suns and their employees will have daily access to the gymnasium, weight room, wrestling room, training room and men's locker room for the purpose of conducting team practice, training and meetings. This agreement has not been changed since last year when vetted by our legal counsel. The only difference from the first two years of our agreement is the clause concerning the remediation of the flooring.

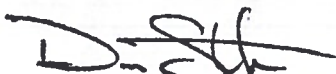
SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the License Agreement between Humboldt Unified School District and the Northern Arizona Suns.

Sample Motion

I move that the Governing Board approve the License Agreement between Humboldt Unified School District and the Northern Arizona Suns for the period between September 15, 2019 and April 15 2020.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

HUMBOLDT UNIFIED SCHOOL DISTRICT LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of this ___ day of July 2019 between HUMBOLDT UNIFIED SCHOOL DISTRICT ("Licensor") and NAZB, L.L.C, an Arizona limited liability company ("Licensee"), for the use of certain space at Bradshaw Mountain High School- East Campus ("School") in Prescott Valley, Arizona.

1. **PURPOSE; LICENSED SPACE.** Licensor grants Licensee use of certain space in the School limited to the areas specified in Exhibit "A" (the "Licensed Space"), for the purpose of basketball practice and training.

2. **TERM.** The Term of this Agreement shall commence on September 15, 2019 (the "Commencement Date") and expire on April 15, 2020 (the "Expiration Date").

3. **LICENSE FEE.** Licensee shall pay Licensor a license fee "the License Fee") in the amount of THIRTY-TWO THOUSAND THREE HUNDRED-FIVE AND NO/100 DOLLARS (\$32,305.00). The License Fee shall be paid in eight (8) equal installments each due on the first month beginning in September 2019 and ending in April 2020 (each its own "Due Date"). The License Fee includes all operating costs incurred by Licensor in operating and maintaining the School, all utilities provided to Licensee hereunder, and all real estate taxes and other similar charges on real property or improvements, assessments, water and sewer charges and all other charges assessed, reassessed or levied upon the School. Licensor shall comply with all federal State and municipal laws, statutes ordinances or regulations regarding the payment of taxes or charges on rent on behalf of the Licensee.

3.1 **Basketball Court Refinishing.** Licensee and Licensor have agreed to contract AZ Gym Floors in order to refinish the basketball court located at the School. Licensee and Licensor have agreed to a fifty/fifty (50/50) split for the estimated cost of this work in the total amount of SIX THOUSAND ONE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$6,131.00). The total amount will be paid by Licensee directly to AZ Gym Floors. Licensor's obligation to pay fifty percent (50%) of this cost has been accounted for in a reduction in the Licensee Fee amount to be paid by Licensor as described in Section 3 above.

4. **STAFFING.** The Licensee Fee shall include all necessary security and custodial workers required to secure and maintain the School and the Licensed Space in accordance with the terms of this Agreement, including without limitation, the maintenance obligation as set forth in Section (5.5) herein. Licensee shall, at its own expense, employ all additional necessary staff not provided by Licensor, including without limitation, staff required for the set-up and breakdown of Licensee's equipment.

5. USE OF AND ACCESS TO THE SCHOOL BY LICENSEE AND OTHERS.

5.1 **General.** Licensee shall have exclusive use of the Licensed Space during the Term except for Licensor's personnel. Licensor shall notify Licensee of any building renovations anticipated to be ongoing during the Term and shall cease all renovations during the Term including, but not limited

to, renovations to certain ingress, egress and interior areas within, on and around the Licensed Space prior to and/or during the Term.

5.2 Improvements to School. Licensors acknowledges that Licensee has inspected the School and the Licensed Space and that Licensee is satisfied with and has accepted \the Licensed Space in its present condition. The parties acknowledge and agree that Licensee may be installing certain non-fixed improvements to the Licensed Spacer which shall be necessary to enhance Licensee's intended use of the Licensed Space, including without limitation, certain training room needs (collectively, the "Non-Fixed Improvements"). The Parties acknowledge and agree that the Non-Fixed Improvements shall be deemed to be owned by Licensee during the Terms of this Agreement and Licensee shall be permitted to remove or replace them at its sole discretion, provided that Licensee shall repair any damage to the Licensed Space caused by such installation or removal. Licensors shall have no right to use any Non-Fixed Improvements for its benefit or for the benefit of its employees, agents, invitees or tenants.

5.3. Removal of Property and Equipment by Licensee. Licensee shall remove its property and equipment from the Licensed Space upon the conclusion of the Term. If Licensee fails to remove its property and equipment within thirty (30) days of the expiration of the Term, Licensors may remove and store such property and equipment at Licensee's expense. Licensors shall have a lien on such property and equipment for payment of costs of removal and storage, as well as for any other amount due under this Agreement. Licensors shall not be responsible for loss, damage or claims gains property or equipment removed or stored.

5.4 Tapes, Photographs and Recordings. Licensors acknowledges that all tapes, photographs and recordings of any activities of Licensee at the Licensed Space are the sole property of Licensee and Licensors shall have no interest or rights of any kind therein. Licensors shall not knowingly permit any person or entity to photograph, communicate, exhibit or reproduce in any manner whatever, for any media, any player or guest of Licensee or any of its affiliates without the prior written consent of Licensee.

5.5 Maintenance. Licensors shall have the continuing obligation and responsibility to maintain and keep the School and the Licensed Space in good order and repair, including without limitation the maintenance of the existing improvements, permanent seating, fixtures and equipment in good working order. This obligation shall include, but shall not be limited to, Licensors's obligation to clean the basketball court within the Licensed Space on a daily basis in substantial compliance with the cleaning guidelines provided by Licensee and the sweep the basketball court in the Licensed Space every morning before Licensee's staff or employees arrive to use the Licensed Space. If, during the Term of this Agreement, any portion of the Licensed Space shall be damaged by the act, default or negligence of Licensee or by Licensee's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to the School by Licensee, Licensee will pay to Licensors upon demand, such documented sum as shall be reasonably necessary to restore the Licensed Space to its original condition.

6. PARKING. Licensors will provide Licensee with a reasonable number of parking permits as determined by Licensee, for use by Licensee or designees of Licensee. These permits will entitle the holder to free parking during the Term in an area designated by Licensors. Permit holders shall be subject to parking rules established by Licensors.

7. **UTILITIES AND OTHER SERVICES.** Licensor agrees to supply all necessary lighting, electricity, water, heat and air conditioning during the Term. All extraordinary utilities, sound and other services not specifically provided for in this Agreement shall be at Licensee's expense.

8. **PROPERTY AND EQUIPMENT.** Licensor shall provide use of the basketball court and ancillary equipment necessary to use the Licensed Space as a practice facility for a National Basketball Association Development League team, including without limitation, any and all fixed and/or non-fixed basketball hoops and stanchions. Unless provided otherwise in this Agreement, Licensee shall provide at its sole expense all additional necessary property and equipment for its use of the Licensed Space.

9. **RECORDING RIGHTS.** For good and valuable consideration, receipt of which is hereby acknowledged, Licensor hereby grants permission to Licensee, and its affiliates, licensees and assigns to use, release, exhibit, depict, display, reproduce, photograph, film, cablecast, videotape record, and broadcast the School (the "School Footage") in connection with Licensee's use of the Licensed Space, as well as for all ancillary and related commercial purposes, including, without limitation, all advertising, publicizing, promotion, merchandising and exploitation, by any and all media, technology and devices, in perpetuity, throughout the universe, at no charge. It is agreed that no payments, residuals, reuse fees or other compensation shall be made to Licensor or any other party in connection with the use of the School Footage. Licensor hereby consents to using, broadcasting, photographing, filming, cablecasting and videotape recording such scenes as Licensee and its affiliates, licensees and assigns may reasonably desire, including, but not limited to, any signs, slogans, logos, brands, artwork, books, pictures, displays, names, identifying marks, numbers, destinations, posters, wall hangings and the like as well as trademarks, services marks, logos or other intellectual property belonging to the Licensor and the School, whether found upon, seen from, or associated with the School.

10. **RETENTION AND INSPECTION OF RECORDS.** NAZ Suns shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of three (3) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

11. **ENVIRONMENTAL.** Licensee shall comply with all federal, State or local laws, rules regulations and ordinances relating to pollution, protection of the environment, public health, safety and industrial hygiene ("Environmental Laws"). Licensee warrants that no liquid, solid, semi-solid or gaseous substances which are subject to regulation under the Environmental Laws ("Regulated Substances") will be used in the Licensed Space without the written approval of Licensor. Licensee agrees to indemnify, defend and hold Licensor harmless for any and all costs of remediation of environmental contamination and from all related claims arising out of Licensee's use of the Licensed Space not caused by the negligent acts or willful misconduct of Licensor, its agents, employees, contractors, guests or invitees. This indemnity shall include without limitation, any and all reasonable attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties, and shall survive the termination of this Agreement.

12. **DISCRIMINATION.** Licensor represents and warrants that the School was constructed in compliance with all applicable municipal, state and federal laws and regulations, including without limitation, all Environmental Laws and the Americans with Disabilities Act and that Licensor has received no notice of non-compliance with any such regulations as of the date hereof.

13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Licensor represents and warrants that it has all necessary licenses and permits for the operation and occupancy of the School in the normal course of business, including, without limitation, certificates of occupancy, and all such licenses and permits are in good standing. Licensor and Licensee shall at all times comply with all laws (including, but not limited to, the Americans with Disabilities Act), regulations and other requirements of all federal, state and local governments or agencies having jurisdiction, as well as those of the School. Licensor represents and warrants that, as a place of "public accommodation", the School is in compliance with Title III of the Americans with Disabilities Act and any similar state or local disability access laws (collectively, "ADA"). Licensor shall indemnify and hold harmless Licensee from and against all costs, expenses and claims (including reasonable attorneys' fees) arising out of violations or alleged violations of the ADA relating to the School. Licensee shall not permit the Licensed Space to be used for any unlawful purpose or in any manner that will jeopardize public safety.

14. **NON-DISCRIMINATION.** NAZ Suns agrees not to discriminate against any employee or applicant for employment, because of that individual's sex (including sexual identity/preference), race, religion, color, national origin, age, disability, political affiliation or veteran's status in violation of federal or State law or federal or State executive order

15. **EMPLOYEE WORK ELIGIBILITY.** By entering into this Agreement, each party warrants compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations.

16. **INSURANCE.**

16.1 **Licensee and Licensor.** At its sole cost and expense, Licensee shall procure and maintain all insurance described in this Section 13 from an insurance company which maintains an A.M. Best rating of at least A- VIII for coverages in the minimum amounts described below. No self-insurance or self-insured retention or deductible shall be permitted without the prior written approval of Licensor. At its sole cost and expense, Licensor shall procure and maintain all insurance described on Exhibit "B" from an insurance company which maintains an A.M. Best rating of at least A-VIII.

16.2 **Commercial General Liability.** Licensee shall procure and maintain commercial general liability insurance providing coverage on "occurrence" basis (as opposed to "claims made") against claims for bodily injury or death an property damage occurring in or upon the Licensed Space or other School property, resulting from Licensee's use of the Licensed Space. Such insurance shall provide immediate protection to the limit of not less than \$1,000,000 and shall include blanket contractual liability coverage which insures contractual liability under the indemnification provisions set forth in Section 14.

16.3 **Employment Insurance.** Licensee shall procure and maintain workmen's compensation insurance, employer's liability insurance and all other insurance coverage of similar character applicable to or relating to the employment of Licensee's officers, employees, agents or independent contractors with limits not less than \$1,000,000 for each incident..

16.4 **Terms of Policies.** All policies of insurance shall be endorsed; (i) to provide that the coverage shall not be invalid due to any act or omission of Licensee, Licensor or their agents or employees; (ii) to name Licensor as an additional insured; (iii) to be primary insurance as to any

insurance maintained by Licensor, so that the latter shall be excess and not contributory to insurance provided by Licensee; and (iv) to include contractual liability coverage for Licensee's indemnity and other obligations under this Agreement.

16.5 Certificate of Insurance. Licensee agrees to provide all required certificates of insurance to Licensor together with the signed Agreement. In no event shall certificates of insurance be delivered to Licensor later than forty-eight (48) hours prior to the Commencement Date. Failure to do so shall constitute a breach of this Agreement..

16.6 Insurance Does Not Limit Licensee's Liability. The Parties agree that the specified coverage limits of the insurance in no way limits the liability of Licensee.

16.7 Notice by Licensee of Cancellation. Licensee shall notify Licensor at least thirty (30) days prior to cancellation, alteration or non-renewal of any insurance.

16.8 Failure to Comply by Licensee. Should Licensee fail to provide and maintain adequate insurance as specified above, Licensor may provide such insurance coverage and bill, or otherwise charge, Licensee for the cost of coverage.

17. INDEMNIFICATION.

17.1 Licensee shall defend, indemnify and hold Licensor harmless from all claims, demands, suits, actions, proceedings, losses, fines, expenses, costs and damages of every kind and description, including reasonable attorneys' fees and litigation expenses, which may be brought against or incurred by Licensor arising out of (i) the breach by Licensee of any provision of this Agreement, (ii) violation of any federal or state law (including, but not limited to violations of the Americans with Disabilities Act) by Licensee, and (iii) any loss or damage to any property, or injuries to or death of any person, which is caused by, arising out of any act, omission, professional error, fault, mistake, or negligence of Licensee, its employees, agents, contractors or representatives. Notwithstanding the foregoing, Licensee's obligation under this Section shall not extend to any liability caused by the negligence or willful acts of Licensor, its agents or employees.

17.2 Licensor shall defend, indemnify and hold Licensee, its officers, directors, employees, members, partners, owners, representatives and agents (the "Licensee Parties") harmless from all claims, demands, suits, actions, proceedings, losses, fines, expenses, costs and damages of every kind and description, including reasonable attorneys' fees and litigation expenses, which may be brought against or incurred by any of the Licensee Parties arising out of (i) the breach by Licensor of any provision of this Agreement, (ii) violation of any federal or state law (including, but not limited to violations of the Americans with Disabilities Act) by Licensor, (iii) any hazardous condition at the School not brought onto the property by Licensee and its employees, agents and contractors, and (iv) any loss or damage to any property, or injuries to or death of any person, which is caused by, arising out of any act, omission, professional error, fault, mistake, or negligence of Licensor, its employees, agents, contractors or representatives. Notwithstanding the foregoing, Licensor's obligation under this Section shall not extend to any liability caused by the negligence or willful acts of the Licensee Parties.

18. DAMAGE TO LICENSED SPACE.

18.1 Licensee is Liable for Damages. The Licensed Space shall be delivered in good and general working condition. Licensee shall have the right to conduct a walk-through of the Licensed Space to determine the actual status of such space prior to taking possession pursuant to the Agreement. Prior to Licensee's use of the Licensed Space, Licensee must give written notice of any material damage to Licensor, or Licensee will be deemed to have caused any material damage. Licensee shall exercise good care in the use of the Licensed Space and shall be liable to Licensor for any material damage to the School or any other real or personal property of Licensor caused by the act or omission of Licensee, Licensee's employees or agents, or any player, guest, patron or invitee in connection with Licensee's use of the Licensed Space. Licensee shall use its reasonable efforts to not do any act or suffer any act to be done that shall damage any part of the Licensed Space or the School. Upon termination of this Agreement, Licensee shall deliver to Licensor the Licensed Space in as good a condition and repair as it was at the beginning of the Term, reasonable wear and tear excepted. The obligation of Licensee to turn over the Licensed Space at the end of the Term in the same structural condition and condition of cleanliness as at the beginning of the term of the Agreement shall apply only with respect to those obligations and areas for which Licensee has any responsibility for maintenance and care and shall, therefore, not apply to any and all portions of the Licensed Space which are under the care, maintenance and custody of Licensor, its representatives and agents. Licensor and Licensee shall conduct a walk-through inspection of the Licensed Space to mutually determine the condition of the Licensed Space upon the expiration of the Term.

18.2 Inspection and Repair. Licensor will inspect the Licensed Space after Licensee removes all property and equipment and notify Licensee of any damage to the Licensed Space caused by Licensee's use of the Licensed Space. Licensee shall have the option of repairing damage to the Licensed Space. If Licensee does not elect to repair damage, Licensor may repair damage to the Licensed Space without prior authorization from Licensee. Licensor may bill Licensee for repair costs (based on the actual repair cost and subject to submission of sufficient documentation) or estimate repair costs and withhold funds at the initial and/or final settlement pending determination of actual charges.

19. **FORCE MAJEURE.** If the Licensed Space or any part is destroyed or damaged by fire, the elements, mob, riot, or for any reason is rendered unfit for occupancy either prior to or during the Term, or if Licensor is unable to give Licensee possession of the Licensed Space during the Term or Licensee is unable to use the Licensed Space during the Term because of national or local emergency, calamity, epidemic, strike, war or terrorism, or other similar event or occurrence beyond the control of such party, Licensee or Licensor may terminate this Agreement and return to Licensee any advanced or un-accrued payment without any further liability or obligation.

20. **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.

21. **DEFAULT AND LICENSOR REMEDIES.**

21.1 Default. Either party's failure to perform any material term, covenant, obligation or condition of this Agreement shall constitute a default by such party. A party shall also be in default if a petition is filed by or against it under any foreign, federal or state statute (including, without limitation, Title 11 of the United States Code) for the benefit of creditors such as debt adjustment, liquidation, winding up, dissolution, reorganization or bankruptcy, or a custodian (as defined in 11 U.S.C. 101),

receiver or liquidator takes charge of any of such party's property, whether by judicial appointment, agreement or operation of law. However, if the non-defaulting party is not precluded by law from issuing notice of the default, the defaulting party shall have thirty (30) days after notice (or such shorter period as may be reasonable under the circumstances) within which to cure the default.

21.2 **Licensor Remedies.** If pursuant to Section 17.1 a Notice of Default is not required or if Notice is given and the default is not cured within the time provided, then Licensor may avail itself of any or all of the remedies described in this Section or elsewhere in this Agreement. Licensor may suspend all or part of its performance under this Agreement until Licensee cures the default, or Licensor may terminate this Agreement. Licensor shall have the right to recover all out of pocket damages or losses it suffers as a result of Licensee's default. In no event shall Licensee be liable or responsible for any lost income, profits or consequential damages of Licensor.

21.3 **Licensee Remedies.** If pursuant to Section 17.1 a Notice of Default is not required or if Notice is given and the default is not cured within the time provided, then Licensee may avail itself of any or all of the remedies described in this Section or elsewhere in this Agreement. Licensee may suspend all or part of its performance under this Agreement until Licensor cures the default, or Licensee may terminate this Agreement. If Licensee elects to terminate this Agreement, any unaccrued License Fee shall be promptly refunded to Licensee, and Licensee shall have the right to recover all out of pocket damages or losses it suffers as a result of Licensor's default. In no event shall Licensor be liable or responsible for any lost income, profits or consequential damages of Licensee.

22. **ENTRANCE AND CONTROL OF LICENSED SPACE BY LICENSOR.** By executing this Agreement, Licensor does not relinquish the right to control the Licensed Space and to enforce all laws, rules and regulations governing the Licensed Space. Licensor and its authorized representatives may enter the Licensed Space at all times when necessary in the performance of their duties. Licensor's decision as to the number of persons that can safely occupy the Licensed Space shall be final. All matters not expressly provided for under this Agreement shall be resolved at the sole but reasonable discretion of Licensor in consultation with Licensee.

23. **CONFLICT OF LAW; ATTORNEY'S FEES.** Licensor and Licensee acknowledge that this Agreement shall be governed by the laws of the State of Arizona. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

24. **INDEPENDENT CONTRACTORS.** The parties recognize that Licensee is an independent contractor and not the agent or employee of Licensor. This Agreement shall not be considered a contract of partnership or joint venture.

25. **WAIVER.** The delay or failure of either party to assert any right, remedy or privilege under this Agreement or to insist on strict and prompt performance of the agreements shall not constitute a waiver of any such right, remedy, privilege or failure to perform nor shall it be construed as a waiver of said party's right to later enforce the same if there is a continuous or subsequent default by the other party. No waiver shall be effective unless in writing, and then only in the specific instance for which it was given.

26. **SEVERABILITY.** The invalidity or unenforceability of any section of this Agreement shall not affect the enforceability of any other section, and this Agreement shall be construed in all

respects as if such invalid or unenforceable sections were omitted unless such an interpretation would be contrary to the intent of the parties.

27. **TIME IS OF THE ESSENCE.** This Agreement shall not be effective unless Licensor receives this Agreement, executed by Licensee or Licensee's representative. Time is of the essence in this Agreement.

28. **NOTICE.** Any notices, consents or approval required or permitted under this Agreement shall be properly given if in writing and whether personally delivered, delivered by facsimile machine or forwarded by mail, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by either party):

To Licensor: Humboldt Unified School District
Attention: James Bogner
6411 North Robert Road
Prescott Valley, Arizona 86314

With a Copy to: Office of the Arizona Attorney General
800 West Washington Street
Phoenix, Arizona 85007

To Licensee: NAZB, L.L.C.
Attention: James R. Pitman
201 East Jefferson Street
Phoenix, Arizona 85004

With a Copy to:

NAZB, L.L.C.

Attention: Melissa Goldenberg, Esq.

201 East Jefferson Street

Phoenix, Arizona 85004

29. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties. No representations, warranties, conditions or agreements shall be binding on the parties unless incorporated in this Agreement or any attached exhibits. This Agreement may not be amended except by a writing signed by the Parties.

WHEREFORE WE HAVE HEREUNTO SET OUR HANDS on the date first written above.

HUMBOLDT UNIFIED SCHOOL
DISTRICT

NAZB, L.L.C.

BY: _____
Daniel Streeter
Superintendent

BY: _____
James R. Pitman
Executive Vice President
Chief Financial Officer

EXHIBIT "A"
Licensed Space

(See Building Map Attached)

EXHIBIT "B"
Licensee's Insurance Requirements

1. Commercial General Liability. Licensor shall procure and maintain commercial general liability insurance providing coverage on an "occurrence" basis (as opposed to "claims made") against claims for bodily injury or death and property damage occurring in or upon the Licensed Space or the School resulting from Licensee's use of the Licensed Space. Such insurance shall provide immediate protection to the limit of not less than \$1,000,000 and shall include blanket contractual liability coverage which insures contractual liability under the indemnification provisions set forth in Section 14.
2. Employment Insurance. Licensor shall procure and maintain workmen's compensation insurance, employer's liability insurance and all other insurance coverage of similar character applicable to or relating to the employment of Licensor's officers, employees, agents or independent contractors with limits not less than \$1,000,000 for each incident.
3. All policies of insurance shall be endorsed: (a) to provide that the coverage shall not be invalid due to any act or omission of Licensee, Licensor or their agents or employees; (b) to name Licensee as an additional insured; (c) to be primary insurance as to any insurance maintained by Licensee, so that the latter shall be excess and not contributory to insurance provided by Licensor; (d) to include contractual liability coverage for Licensor's indemnity and other obligations under this Agreement; and (e) to specify all exclusions, deductibles and self-insurance limits.
4. Licensor agrees to provide all required certificates of insurance to Licensee together with the signed Agreement. In no event shall certificates of insurance be delivered to Licensee later than forty-eight (48) hours prior to the start of the Term. Failure to do so shall constitute a breach of this Agreement.
5. Insurance Does Not Limit Licensee's Liability. The Parties agree that the specified coverage limits of the insurance in no way limits the liability of the Licensor.
6. Licensor shall notify Licensee at least thirty (30) days prior to cancellation, alteration or nonrenewal of any insurance.

CONSENT

Item 8H.

Agreement Renewal Granite Creek Rehab

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|---|-----------|
| TO: | Humboldt Unified School District Governing Board | Item # 8H |
| FROM: | Dr. Rob Bueche, Executive Director of Federal Programs/Educational Services | Reading |
| DATE: | September 10, 2019 | Discuss |
| SUBJECT: | Agreement between HUSD and Granite Creek Health & Rehabilitation Center | Action |
| | | Consent X |
| <hr/> | | |
| OBJECTIVE: | Goal #2 – To Focus on Planning for Future Student Needs | |

SUPPORTING DATA:

The purpose of this agreement is to establish a partnership for students in the Certified Nursing Assistant (CNA) Program at Bradshaw Mountain High School and the Granite Creek Health and Rehabilitation Center for the purpose of clinical preparations aligned to their Career and Technical Education (CTE) Program. Career and Technical Education provides an important pathway for students to learn skills congruent with the workplace, and prepare students for work in the field of their choosing for industry certification which is an important prerequisite for their field preparation work.

The agreement has been reviewed and approved by the school district's attorney, and additional program assurances have been attached to ensure the nature of the program is clear to students and parents before participating in the clinical experience.

Attached for your approval is the 2019-2020 agreement. New language is underlined and deleted language is ~~struck through~~. The only changes were to the year of the agreement, and several formatting changes to streamline the agreement.

The agreement has been reviewed by legal counsel.

There is no cost to the District associated with this agreement.


SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Granite Creek Health and Rehabilitation Center, for the 2019-20 school year.

Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Granite Creek Health and Rehabilitation Center, 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/Educational Services at 759-4010

CLINICAL AFFILIATION AGREEMENT

Clinical Affiliation Agreement

| | |
|--------------------------------------|--|
| AGREEMENT EFFECTIVE DATE: | 8/13/2019 <u>August 2, 2019</u> |
| FACILITY: | <u>WATSON WOODS HEALTHCARE, INC. D/B/A GRANITE CREEK HEALTH AND REHABILITATION CENTER</u> <u>Watson Woods Healthcare, Inc., dba Granite Creek Health and Rehabilitation Center</u> <u>1045 SCOTT DRIVE, PRESCOTT Scott Drive, Prescott, AZ, 86301-1731, USA</u> |
| ACADEMIC INSTITUTION: | <u>HUMBOLDT UNIFIED SCHOOL DISTRICT ON BEHALF OF BRADSHAW MT. HIGH SCHOOL</u> <u>6000 E. LONG LOOK DRIVE, PRESCOTT Humboldt Unified School District #22</u> <u>6411 N. Robert Road, Prescott Valley, AZ 86314, USA</u> |

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into by and between the above-named Academic Institution ("Institution") and Facility ("Facility"), each a ("Party") and collectively referred to herein, as (the "Parties", "Parties"), as of the Agreement Effective Date ("Effective Date"), with respect to the following:

RECITALS

RECITALS

WHEREAS, the Parties intend by way of this Agreement, to set forth the terms and conditions whereby Facility agrees to allow select students from ~~Institutions—occupational~~Institution's learning programs (~~("Students—")~~) the opportunity to gain, practical, hands-on experience through a clinical education rotation at Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Institution and Facility agree as follows:

1. PURPOSE

1. Purpose

- 1.1. Institution offers a classroom based educational program which, in part, requires a hands-on practical learning experience (hereafter "Program") for its Students and requires a clinical setting, whereby Students can apply the skills taught in the classroom within a hands-on clinical environment.

2. RESPONSIBILITIES OF INSTITUTION

2. 2.1 Responsibilities Of Institution

- ~~1.2.2.1.~~ 1.2.2.1. Institution, with consultation of representatives of Facility, shall agree on the specific outline for an educational program which allows Institution's Students to achieve discipline-specific goals and objectives related to the Program, at least ten (10) days prior to arrival of Student(s) at Facility and which will allow Facility time to adequately plan and prepare for each ~~Student's~~Student's clinical rotation.

- ~~1.3.2.2.~~ 2.2 Facility will reasonably assist Institution, when requested, in the evaluation process of each ~~Student's~~Student's clinical rotation.

- ~~1.4.2.3.~~ 2.3 Institution will provide to Facility, at least ten (10) days prior to arrival of Students, the following information: name of Student(s), rotation schedule, necessary attendance and all other relevant information which Facility should be aware of as it pertains to the Students.

- ~~1.5.2.4.~~ 2.4 Institution will inform and explain to Students, that during their clinical rotation at Facility, each Student will be under the jurisdiction of Facility managers, directors and administrators and that each Student must follow the rules and compliance policies of Facility, to the fullest extent, to ensure a safe environment for the ~~Facility's~~Facility's patients, the Institution's Students and the employees of Facility. Institution shall prescribe the type of uniforms worn by Students, including name tags, and all other proper identification, in keeping with the requirements of the Facility and applicable law. Institution acknowledges that they have received or downloaded a copy of ~~Facility's~~Facility's code of conduct and compliance hotline information, and that Students may be required by Facility to complete compliance and training prior to arriving at the Facility.

1.6.2.5.2.5 — Institution will require that each Student prior to starting their clinical rotation at Facility, shall meet the same physical examination and immunization requirements as those applied to Facility employees, which includes; a current vaccination card and a TB test, within the last twelve (12) months, along with all other necessary vaccinations -required by state or federal law.

1.7.2.6.2.6 — Institution will ensure its Students participating in the Program, are instructed on both federal and state laws which protect the confidentiality of each patient at Facility, and that Protected Health Information ("PHI") as defined within the HIPAA Rules, shall not be disclosed to any third party without a legal obligation and a need to know, or by a lawful order of a court of competent jurisdiction. Institution will further inform Students that any breach of such PHI, based wholly or in part by a Students negligence or willful misconduct, could subject such Student to personal liability for damages sustained by a third party, for which Facility explicitly will not indemnify Student or Institution against.

1.8.2.7.2.7 — Institution will determine the course of action, if a Student is determined unacceptable for the Program by either Institution or Facility. Institution will immediately withdraw a Student from the clinical rotation at Facility if, after consultation with Facility, either Party determines such action to be warranted. Institution will provide Facility written notification of such withdrawal.

1.9.2.8.2.8 — Institution shall be solely responsible to conduct the overall education program for its Student(s) and Facility makes no guarantee or warranty of suitability of the training each student may receive.

1.10.2.9.2.9 — Institution shall provide a suitably credentialed instructor, satisfactory to Facility, who will be a point of contact for Students while on Clinical Rotation at Facility.

1.11.2.10.2.10 — Institution shall ensure each Student has had a drug test within the last twelve (12) months, and Institution is required to provide confirmation of a negative drug screen to Facility prior to Students start date at Facility. Additionally, Institution shall require each Student to have a background check completed prior to starting a clinical rotation at Facility.

1.12.2.11.2.11 — Facility has determined that it is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. For purposes of compliance with HIPAA, Students of Institution shall function as part of the Facility's "Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Institution shall insure that the assigned Students are familiar with HIPAA requirements prior to their assignment to the Facility.

1.13.2.12.2.12 — For Students who incur injuries while on clinical rotation at Facility, Facility shall procure initial emergency medical treatment at Student's Student's sole expense. Students shall carry their own health insurance coverage or otherwise maintain financial responsibility for their own health care costs.

3. RESPONSIBILITIES OF FACILITY

3.1

3. Responsibilities of Facility

~~1.14.3.1.~~ 3.1 To the extent practical and consistent with Facility's Facility's operations, Facility will provide a suitable environment for learning experiences and observations, appropriate for Student(s) relating to their educational program, in accordance with the mutually agreed upon educational objectives and guidelines outlined between Institution and Facility.

~~1.15.3.2.~~ 3.2 Facility will provide the facilities, equipment, and supplies which are necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.

~~1.16.3.3.~~ 3.3 Facility reserves the right, exercisable in its discretion, after consultation with Institution to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Article Six, herein.

~~1.17.3.4.~~ 3.4 Facility will keep the Institution informed of any policy changes which may affect the Institution and its Students.

3.5 Facility agrees to provide reasonable cooperation to help insure the success of the

~~1.18.3.5.~~ Institution's Institution's Program.

4. TERM AND TERMINATION

4. Term and Termination

~~1.19.4.1.~~ This Agreement is for a term of one (1) year, beginning on the Effective Date and will be automatically renewed for an unlimited number of renewal terms of one (1) year each, unless written notice of termination is given by either Party pursuant to Article 4.2, herein.

~~1.20.4.2.~~ This Agreement may be terminated for any reason by either party upon thirty- (30) days written notice. Further, in the event of any breach, violation of law or regulations; or the occurrence or existence of any condition, practice, procedure, action, inaction, or omission of, by or involving Institution faculty, staff, and/or Students which, in the reasonable opinion of Facility, constitutes either a threat to the health, safety and welfare of any patient, resident, Facility employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility or material agreement governing Facility's operation, then Facility shall have the right to summarily and immediately terminate this Agreement upon written notice to Institution delivered to the address set forth herein for notices.

1.21.4.3. All notices which are required or which may be given pursuant to this Agreement, shall be in writing and shall be sufficient in all respects, if given in writing and delivered personally or by registered or certified mail, return receipt requested, or by a comparable commercial delivery system, and notice shall be deemed to be given on the date hand-delivered or on the date which is three (3) business days after the date deposited in the United States mail, or with a comparable commercial delivery system, with postage or other delivery charges thereon prepaid, at the addresses first set forth hereinabove or such other addresses as the Parties may designate by written notice to the other from time to time. For a notice from Institution to Facility to become effective, a true and complete copy of such notice shall be simultaneously delivered by Institution, to: Ensign Services, Inc., Attn: General Counsel, 27101 Puerta Real/29222 Rancho Viejo Road, Suite 450, Mission Viejo 127, San Juan Capistrano, CA 92694/92675. Notice of termination from Facility to Institution shall be directed to the address first indicated above.

5. ~~LIABILITY~~

5. Liability

1.22.5.1. Each party agrees to defend, indemnify, and hold the other party, its corporate parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation reasonable attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with the acts or omissions of the indemnifying party, to the extent that such costs and liabilities are alleged to result from its negligence or willful misconduct. The indemnifying party explicitly agrees not to admit fault on behalf of the other party without the express written consent of the indemnified party. A party receiving notice of a claim or potential claim, loss, lawsuit or demand shall send written notice to the other within ten (10) business days, and shall fully cooperate in the defense thereof, by counsel mutually acceptable to the parties. The indemnified party shall have the right but not the responsibility and at its own cost and expense, to retain separate counsel of its choosing. The parties' parties' rights to indemnification set forth in this Article 8 are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

2.6. Insurance

2.1.6.1. Institution shall at all times carry general liability insurance, or shall self-insure for liability with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Institution, employees and each Student/affiliates during their assignment with Facility and shall also provide a certificate of insurance to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement. Insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to Facility.

6. ~~NON-DISCRIMINATION~~

Each Party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Program. Neither Party will discriminate against any student or other protected person in the Program on the basis of: race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

7. CONSIDERATION

6.2. Each Student shall be required prior to starting their clinical rotation, to have in-place or purchase, a professional liability insurance policy to cover his/her activities in connection with the Program in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000, and shall provide a certificate of insurance to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement. In the alternate, Institution may provide a policy of Professional Liability for its Students which is non-cancellable without 30-days prior notice to Facility.

7. Non-Discrimination

7.1. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

8. Consideration

2.2-8.1. Under the terms of this Agreement, neither Party is obligated to make payments, of any kind, to the other Party and non-monetary consideration, as agreed to herein by the Parties, shall be deemed sufficient under the rule of law to form a valid and binding agreement between the parties.

2.3-8.2. 7.2 — Services rendered by Students covered by this Agreement are considered only to be voluntary educational experience, necessary for the completion of Institutions Program; therefore, no monetary compensation shall be paid to Students by Facility, or patients thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employer—employee, an agency, a partnership or a joint venture relationship among the Institution, the Facility, and the Students.

8. MISCELLANEOUS

9. Miscellaneous

9.1. This Agreement shall be governed by and construed under the laws in which the Facility is physically located.

9.2. This Agreement which contains no exhibits or schedules, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.

9.3. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by any party.

2.4-9.4. Notice Regarding the Elder Justice Act. All individuals who are agents or contractors of the Facility are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the Facility to the Secretary of the U.S. Department of Health and Human Services and one or more law enforcement entities for the political subdivision in which the Facility is located. If the events that cause the suspicion result in serious bodily injury, the report shall be made no later than two hours after forming the suspicion. If the events that cause the suspicion do not result in serious bodily injury,

the report shall be made no later than 24 hours after forming the suspicions or as otherwise required by law.

~~2.5. This Agreement shall be governed by and construed under the laws in which the Facility is physically located.~~

~~2.6. This Agreement which contains no exhibits or schedules, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.~~

~~2.7. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by any party.~~

~~2.8-9.5.~~ This Agreement has been negotiated by and between Institution and Facility in an arms-length negotiation, and both Parties are responsible for its drafting. Both Parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the Parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either Party, but in accordance with the plain language and intent hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provision hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

~~2.9-9.6.~~ Institution shall take commercially reasonable care to preserve the confidentiality of all private, confidential and/or proprietary information disclosed to or discovered by Institution in connection with this Agreement, including, without limitation, non-public financial information, manuals, protocols, policies, procedures, marketing, and strategic information, Facility lists, computer software, training materials, resident/patient health information, resident/patient records, and resident/patient care and outcomes data ("Confidential Information") as required by law. Institution shall not use for its own commercial benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any Confidential Information without prior written consent from Facility. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to Facility. Institution and Facility shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.

~~2.10. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.~~

~~2.11-9.7.~~ Time is of the essence of this Agreement and every term and condition hereof.

2.12.9.8. This Agreement may be executed in two or more ~~counter parts~~ counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

Humboldt Unified School District #22

Watson Woods Healthcare, Inc., dba Granite Creek
Health and Rehabilitation Center

Sign: _____

Sign: _____

By: _____

By: _____

HUMBOLDT UNIFIED SCHOOL DISTRICT:

**WATSON WOODS HEALTHCARE, INC. D/B/A
GRANITE CREEK HEALTH AND
REHABILITATION CENTER**

Signature:

Signature:

Name: _____

Name:

Authorized Agent

Authorized Agent

Date: _____

Date: _____

Date: _____

Date: _____

CONSENT

Item 8I.

Agreement Renewal Good Samaritan Society

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|----------|--|-----------|
| TO: | Humboldt Unified School District Governing Board | Item # 81 |
| FROM: | Dr. Rob Bueche, Executive Director of Federal Program/Educational Services | Reading |
| DATE: | September 10, 2019 | Discuss |
| SUBJECT: | Agreement between HUSD and Good Samaritan Society | Action |
| | | Consent X |

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

SUPPORTING DATA:

The purpose of this agreement is to establish a partnership for students in the Certified Nursing Assistant (CNA) Program at Bradshaw Mountain High School and the Good Samaritan Society healthcare network for the purpose of clinical preparations aligned to their Career and Technical Education (CTE) Program. Career and Technical Education provides an important pathway for students to learn skills congruent with the workplace, and prepare students for work in the field of their choosing for industry certification which is an important prerequisite for their field preparation work.

The agreement has been reviewed and approved by the school district's attorney, and additional program assurances have been attached to ensure the nature of the program is clear to students and parents before participating in the clinical experience.

Attached for your approval is the 2019-2020 agreement. New language is underlined and deleted language is ~~struck through~~. The only changes were to the year of the agreement.

There is no cost to the District associated with this agreement.

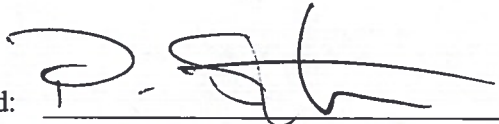
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Good Samaritan Society, for the 2019-20 school year.

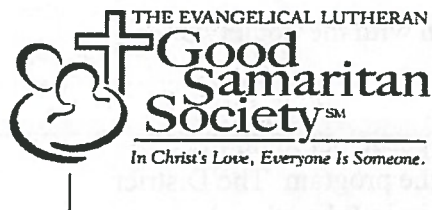
Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Good Samaritan Society, 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/Educational Services at 759-4010



GSS #346
98/106/2019

**AFFILIATION AGREEMENT BETWEEN
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
AND
Humboldt Unified School District
FOR PROVISION OF LEARNING EXPERIENCES FOR STUDENTS IN
Certified Nursing Assistant Program
(PRACTICE / DISCIPLINE)**

THIS AGREEMENT is made effective 98/1016/2019, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – Prescott Valley (hereinafter the “Society”), and Humboldt Unified School District (hereinafter the “District”).

RECITALS

WHEREAS, the Society furnishes room, board, skilled nursing, and/or related services to residents in its facilities and clients of its related services (hereinafter Residents/Clients);

WHEREAS, the Society has the opportunity to provide a site for learning and Educational Experiences (Educational Experience) for Students of the District; and

WHEREAS, District and Students desire to enter into a learning and/or Educational Experience for Students of the Certified Nursing Assistant program (Educational Experience).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DISTRICT COVENANTS**

1.1. The District will supervise its Students during the Educational Experience at the Society. The District will provide Faculty to effectively implement and oversee the Educational Experience.

1.2. The District Faculty will retain responsibility for planning, directing and evaluating the Students' learning experience.

1.3. The District will provide appropriate orientation to Students and Faculty regarding the Society's policies and procedures, as well as all applicable federal, state and local laws.

1.4. The District will provide the Society a description of the goals of the Educational Experience for the Society's approval prior to beginning the learning experience. Implementation

of the approved goals will be accomplished by the District in cooperation with the Society's Administrator or designated representative.

1.5. The District will provide the Society with a list of Students who are participating in the Educational Experience and the dates of each Student's participation in the program. The District recognizes the Society's right to limit the number of Students participating in Educational Experiences at the facility at any given time.

1.6. The District will inform its Faculty and Students that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance (if professional liability insurance is not provided by the District.)

1.7. The District will maintain a record of Students' health examinations and current immunizations and shall obtain Student permission to submit data regarding their health status to the Society.

1.8. The District shall complete and maintain criminal background checks on all Students and Faculty participating in the Educational Experience. Each Student and Faculty shall provide such background check to the Society before participating in the Educational Experience.

1.9. The District and Student agree that any and all records and resident information utilized during the Educational Experience are confidential and will not be disclosed. The District shall obtain each Student's and Faculty member's signature on Exhibit A, HIPAA Compliance and Confidentiality Disclosure of Patient Information, and submit the original to the Society prior to a Student and/or Faculty member being allowed to participate in the Educational Experience. District shall ensure Students and Faculty complete training on the electronic medical record used by the Facility, if applicable, prior to the respective Student or Faculty participating in the Educational Experience.

1.10. The District shall provide information to Students that they are not covered by Workman's Compensation for injuries received in the clinical setting and that Students and Faculty must assume expenses for their own medical care.

ARTICLE 2 SOCIETY COVENANTS

2.1. The Society shall be responsible for the safety and quality of care provided to its Residents/Clients by the Students who are participating in the Educational Experience program at Society facilities, provided Students follow all applicable Society policies, procedures and federal, state and local laws.

2.2. The Society assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District Faculty and Students who are participating in the Educational Experience. The Society will permit District Faculty and Students who are participating to use the cafeteria on the same basis as Society employees.

2.3. When available, physical space such as conference rooms and classrooms of the Society may be used by District Students and Faculty who are participating in the Educational Experience.

2.4. Society withholds the right to remove any Student or Faculty member from the Educational Experience if the Society, in consultation with the District, determines participation is not in the best interest of the Society, Residents/Clients or the Student or Faculty member.

ARTICLE 3 STUDENT COVENANTS

3.1 Students shall be properly attired in the District CNA uniform, at their own expense, before being allowed to participate in the Educational Experience.

3.2 Students will at all times wear an identification badge including their name and identifying the Student as a "Student of Bradshaw Mountain High School (District)".

3.3 Students will be required as a condition of their participation in the Educational Experience, to submit results of a health examination to the District to verify that no health problems exist which would jeopardize Student or Resident/Client welfare. The health examination shall include an update of required immunizations, including a Mantoux test. The District shall provide such results to the Society upon request.

3.4 Students will be encouraged to carry their own health insurance.

3.5 Students will be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the District.

ARTICLE 4 MUTUAL COVENANTS

4.1. Educational Experience Program Design. District and Society will be jointly responsible for communications necessary regarding the planning, development, implementation and evaluation of the Educational Experience regarding changes in policy, areas of mutual need or concern and evaluation of the Educational Experience.

4.2. Injury or Illness Notification and Treatment. Any District Faculty or Student who is injured or becomes ill while at the Society shall immediately report the injury or illness to the Society. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Faculty or Student who receives the treatment and not the Society or the District.

4.3. Government Requirements.

(a) Nondiscrimination. The Parties agree to comply with Title VII of the Civil Rights Act of 1964 and amendments thereto of Title VII of the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) as amended, Section 503 of the Rehabilitation Act of 1973 as amended (29 USC Chapter 16 Section 793), Executive Order 11246 as amended and CFR 41 Chapter 60 including all those parts which pertain to Equal Employment Opportunity and the Office of Federal Contract Compliance Programs and Affirmative Action. Parties furthermore represents and warrants that they are now, and will continue to be, in compliance with federal laws concerning Equal Employment Opportunity and any and all state or local laws regarding

employment which are applicable in the state(s) and municipality(ies) in which services are furnished pursuant to this Agreement.

(b) Participation in government programs. Parties represent and warrant that they are not now subject to exclusion from any federal or state health care program and that no basis for such exclusion currently exists. Parties agree to advise the other Party immediately, in writing, if any state or federal government agency notifies the Party that it is taking action to revoke the Party's participation in any federal or state health care program, or if the same or substantially similar services as those furnished under this Agreement are the subject of inquiry, investigation or adverse action by any governmental agency.

(c) Access to records. Parties agree that Faculty and Students may require access to confidential records to complete the requirements of the Educational Experience. All Faculty and Students shall complete Exhibit A prior to beginning the Educational Experience.

(d) Notification of Employee Rights. In the event this Agreement provides for goods and services worth over \$10,000, Provider shall comply with 29 CFR part 471, Appendix A to Subpart A as applicable.

(e) E-Verify. Provider shall comply with FAR 52.222-54, Employment Eligibility Verification, as applicable, and ensure all subcontractors of Provider comply as well.

4.4 Conduct in General. Students, Faculty and District agree to abide by applicable Society rules, regulations, policies and/or procedures, as well as the ethical standards of any applicable professional organization.

4.5 Compliance with Laws / Fraud and Abuse. The Parties will comply with all applicable federal and state laws, as well as applicable requirements of third party payers. Such parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public web site at www.good-sam.com through the "Links" tab and then through the "Fraud and Abuse Prevention" tab.

4.6 Corporate Compliance Program. District, Students and Faculty acknowledge the existence of the Society's Corporate Compliance Program and will not knowingly act in contravention to it.

4.7 Liability. As permitted in accordance with applicable state law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages,

charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, Students, Faculty, agents or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.

ARTICLE 5 TERM AND TERMINATION

5.1. Initial Term; Renewal Terms. This Agreement shall be effective for an initial term of one (1) year commencing on the date first set forth above. This Agreement automatically shall renew for one-year terms thereafter unless notice of intent not to renew is given by either party no later than sixty (60) calendar days prior to the expiration of the initial term or any renewal term.

5.2. Termination Without Cause. This Agreement may be terminated at any time by either party, without cause, upon sixty (60) days' written notice to the other party.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1. Relationship of the Parties. In making and performing this Agreement, the parties hereto act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the parties, nor shall either party be considered an agent or employee of the other party.

6.2. Assignment. This Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld and shall be attached to and made part of this Agreement.

6.3. Entire Agreement; Modification. This Agreement, including each Addendum incorporated herein, embodies the entire understanding between the parties hereto relating to the subject matter hereof, and cannot be amended, altered, supplemented, modified, nor any provisions waived, except by a writing duly signed by the party(ies) affected.

6.4. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon actual delivery or three (3) business days subsequent to their mailing, by certified mail with return receipt requested and postage prepaid, addressed as follows:

(a) ~~(a)~~ If to the Society, to

(b) If to District, to: Humboldt Unified School District
6411 North Robert Rd
Prescott Valley, AZ 86314

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.6. Headings and Captions. The headings and captions of the Articles and Sections of this Agreement are inserted for the convenience of reference only, and shall not constitute a part hereof.

6.7. Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, illegal or invalid for any reason whatsoever, such event shall not affect the validity and enforceability of the remainder of this Agreement. The parties agree to attempt to achieve a comparable agreement to that expressed in any provision ruled illegal or invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

Society

By: _____

Title: _____

Date: _____

District

By: _____

Title: _____

Date: _____

Student

Name: _____

Signature: _____

Date: _____

Parent/Guardian

Name: _____

Signature: _____

Date: _____

**HIPAA (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT)
COMPLIANCE AND CONFIDENTIALITY
AND DISCLOSURE OF PATIENT INFORMATION**

Student, Faculty and District acknowledge that they may have access to confidential protected health information ("PHI"), including, but not limited to, Resident/Client identifying information. Student, Faculty and District agree that they:

- (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law;
- (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored or acquired in any manner (e.g., paper, fiche, etc.) with which they may come into contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;
- (d) will ensure that all of their Students and Faculty to which they provide PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Student, Faculty and District are bound;
- (e) will report to Society any unauthorized use or disclosure immediately upon becoming aware of it;
- (f) make available PHI in accordance with 45 CFR §164.524;
- (g) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
- (h) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 528;
- (i) make their internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental offices and agencies and the Society for the purposes of determining compliance with 45 CFR § 164.500-534;
- (j) upon termination of this Agreement, for whatever reason, Society, Faculty and District will return or destroy all PHI, if feasible, received from, or created or received by them on behalf of the Society which they maintain in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(k) will comply with all applicable laws and regulations, specifically including the private and security standards of the Health Insurance Portability and Accountability Act of 1996 and misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Student, Faculty and/or District.

| Date this day of , 201918

School District

Student/Faculty

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AFFILIATION AGREEMENT BETWEEN
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
AND
Humboldt Unified School District
FOR PROVISION OF LEARNING EXPERIENCES FOR STUDENTS IN
Certified Nursing Assistant Program
(PRACTICE / DISCIPLINE)**

THIS AGREEMENT is made effective 9/10/2019, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – Prescott Valley (hereinafter the “Society”), and Humboldt Unified School District (hereinafter the “District”).

RECITALS

WHEREAS, the Society furnishes room, board, skilled nursing, and/or related services to residents in its facilities and clients of its related services (hereinafter Residents/Clients);

WHEREAS, the Society has the opportunity to provide a site for learning and Educational Experiences (Educational Experience) for Students of the District; and

WHEREAS, District and Students desire to enter into a learning and/or Educational Experience for Students of the Certified Nursing Assistant program (Educational Experience).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DISTRICT COVENANTS**

- 1.1. The District will supervise its Students during the Educational Experience at the Society. The District will provide Faculty to effectively implement and oversee the Educational Experience.
- 1.2. The District Faculty will retain responsibility for planning, directing and evaluating the Students' learning experience.
- 1.3. The District will provide appropriate orientation to Students and Faculty regarding the Society's policies and procedures, as well as all applicable federal, state and local laws.
- 1.4. The District will provide the Society a description of the goals of the Educational Experience for the Society's approval prior to beginning the learning experience. Implementation

of the approved goals will be accomplished by the District in cooperation with the Society's Administrator or designated representative.

1.5. The District will provide the Society with a list of Students who are participating in the Educational Experience and the dates of each Student's participation in the program. The District recognizes the Society's right to limit the number of Students participating in Educational Experiences at the facility at any given time.

1.6. The District will inform its Faculty and Students that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance (if professional liability insurance is not provided by the District.)

1.7. The District will maintain a record of Students' health examinations and current immunizations and shall obtain Student permission to submit data regarding their health status to the Society.

1.8. The District shall complete and maintain criminal background checks on all Students and Faculty participating in the Educational Experience. Each Student and Faculty shall provide such background check to the Society before participating in the Educational Experience.

1.9. The District and Student agree that any and all records and resident information utilized during the Educational Experience are confidential and will not be disclosed. The District shall obtain each Student's and Faculty member's signature on Exhibit A, HIPAA Compliance and Confidentiality Disclosure of Patient Information, and submit the original to the Society prior to a Student and/or Faculty member being allowed to participate in the Educational Experience. District shall ensure Students and Faculty complete training on the electronic medical record used by the Facility, if applicable, prior to the respective Student or Faculty participating in the Educational Experience.

1.10. The District shall provide information to Students that they are not covered by Workman's Compensation for injuries received in the clinical setting and that Students and Faculty must assume expenses for their own medical care.

ARTICLE 2 SOCIETY COVENANTS

2.1. The Society shall be responsible for the safety and quality of care provided to its Residents/Clients by the Students who are participating in the Educational Experience program at Society facilities, provided Students follow all applicable Society policies, procedures and federal, state and local laws.

2.2. The Society assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District Faculty and Students who are participating in the Educational Experience. The Society will permit District Faculty and Students who are participating to use the cafeteria on the same basis as Society employees.

2.3. When available, physical space such as conference rooms and classrooms of the Society may be used by District Students and Faculty who are participating in the Educational Experience.

2.4. Society withholds the right to remove any Student or Faculty member from the Educational Experience if the Society, in consultation with the District, determines participation is not in the best interest of the Society, Residents/Clients or the Student or Faculty member.

ARTICLE 3 STUDENT COVENANTS

3.1 Students shall be properly attired in the District CNA uniform, at their own expense, before being allowed to participate in the Educational Experience.

3.2 Students will at all times wear an identification badge including their name and identifying the Student as a "Student of Bradshaw Mountain High School (District)".

3.3 Students will be required as a condition of their participation in the Educational Experience, to submit results of a health examination to the District to verify that no health problems exist which would jeopardize Student or Resident/Client welfare. The health examination shall include an update of required immunizations, including a Mantoux test. The District shall provide such results to the Society upon request.

3.4 Students will be encouraged to carry their own health insurance.

3.5 Students will be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the District.

ARTICLE 4 MUTUAL COVENANTS

4.1. Educational Experience Program Design. District and Society will be jointly responsible for communications necessary regarding the planning, development, implementation and evaluation of the Educational Experience regarding changes in policy, areas of mutual need or concern and evaluation of the Educational Experience.

4.2. Injury or Illness Notification and Treatment. Any District Faculty or Student who is injured or becomes ill while at the Society shall immediately report the injury or illness to the Society. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Faculty or Student who receives the treatment and not the Society or the District.

4.3. Government Requirements.

(a) Nondiscrimination. The Parties agree to comply with Title VII of the Civil Rights Act of 1964 and amendments thereto of Title VII of the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) as amended, Section 503 of the Rehabilitation Act of 1973 as amended (29 USC Chapter 16 Section 793), Executive Order 11246 as amended and CFR 41 Chapter 60 including all those parts which pertain to Equal Employment Opportunity and the Office of Federal Contract Compliance Programs and Affirmative Action. Parties furthermore represents and warrants that they are now, and will continue to be, in compliance with federal laws concerning Equal Employment Opportunity and any and all state or local laws regarding

employment which are applicable in the state(s) and municipality(ies) in which services are furnished pursuant to this Agreement.

(b) Participation in government programs. Parties represent and warrant that they are not now subject to exclusion from any federal or state health care program and that no basis for such exclusion currently exists. Parties agree to advise the other Party immediately, in writing, if any state or federal government agency notifies the Party that it is taking action to revoke the Party's participation in any federal or state health care program, or if the same or substantially similar services as those furnished under this Agreement are the subject of inquiry, investigation or adverse action by any governmental agency.

(c) Access to records. Parties agree that Faculty and Students may require access to confidential records to complete the requirements of the Educational Experience. All Faculty and Students shall complete Exhibit A prior to beginning the Educational Experience.

(d) Notification of Employee Rights. In the event this Agreement provides for goods and services worth over \$10,000, Provider shall comply with 29 CFR part 471, Appendix A to Subpart A as applicable.

(e) E-Verify. Provider shall comply with FAR 52.222-54, Employment Eligibility Verification, as applicable, and ensure all subcontractors of Provider comply as well.

4.4 Conduct in General. Students, Faculty and District agree to abide by applicable Society rules, regulations, policies and/or procedures, as well as the ethical standards of any applicable professional organization.

4.5 Compliance with Laws / Fraud and Abuse. The Parties will comply with all applicable federal and state laws, as well as applicable requirements of third party payers. Such parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public web site at www.good-sam.com through the "Links" tab and then through the "Fraud and Abuse Prevention" tab.

4.6 Corporate Compliance Program. District, Students and Faculty acknowledge the existence of the Society's Corporate Compliance Program and will not knowingly act in contravention to it.

4.7 Liability. As permitted in accordance with applicable state law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages,

charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, Students, Faculty, agents or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.

ARTICLE 5

TERM AND TERMINATION

5.1. Initial Term; Renewal Terms. This Agreement shall be effective for an initial term of one (1) year commencing on the date first set forth above. This Agreement automatically shall renew for one-year terms thereafter unless notice of intent not to renew is given by either party no later than sixty (60) calendar days prior to the expiration of the initial term or any renewal term.

5.2. Termination Without Cause. This Agreement may be terminated at any time by either party, without cause, upon sixty (60) days' written notice to the other party.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1. Relationship of the Parties. In making and performing this Agreement, the parties hereto act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the parties, nor shall either party be considered an agent or employee of the other party.

6.2. Assignment. This Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld and shall be attached to and made part of this Agreement.

6.3. Entire Agreement; Modification. This Agreement, including each Addendum incorporated herein, embodies the entire understanding between the parties hereto relating to the subject matter hereof, and cannot be amended, altered, supplemented, modified, nor any provisions waived, except by a writing duly signed by the party(ies) affected.

6.4. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon actual delivery or three (3) business days subsequent to their mailing, by certified mail with return receipt requested and postage prepaid, addressed as follows:

(a) If to the Society, to

(b) If to District, to: Humboldt Unified School District
6411 North Robert Rd
Prescott Valley, AZ 86314

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.6. Headings and Captions. The headings and captions of the Articles and Sections of this Agreement are inserted for the convenience of reference only, and shall not constitute a part hereof.

6.7. Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, illegal or invalid for any reason whatsoever, such event shall not affect the validity and enforceability of the remainder of this Agreement. The parties agree to attempt to achieve a comparable agreement to that expressed in any provision ruled illegal or invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

Society

District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Student

Parent/Guardian

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**HIPAA (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT)
COMPLIANCE AND CONFIDENTIALITY
AND DISCLOSURE OF PATIENT INFORMATION**

Student, Faculty and District acknowledge that they may have access to confidential protected health information ("PHI"), including, but not limited to, Resident/Client identifying information. Student, Faculty and District agree that they:

(a) will not use or further disclose PHI other than as permitted by this Agreement or required by law;

(b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored or acquired in any manner (e.g., paper, fiche, etc.) with which they may come into contact;

(c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;

(d) will ensure that all of their Students and Faculty to which they provide PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Student, Faculty and District are bound;

(e) will report to Society any unauthorized use or disclosure immediately upon becoming aware of it;

(f) make available PHI in accordance with 45 CFR §164.524;

(g) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

(h) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 528;

(i) make their internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental offices and agencies and the Society for the purposes of determining compliance with 45 CFR § 164.500-534;

(j) upon termination of this Agreement, for whatever reason, Society, Faculty and District will return or destroy all PHI, if feasible, received from, or created or received by them on behalf of the Society which they maintain in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(k) will comply with all applicable laws and regulations, specifically including the private and security standards of the Health Insurance Portability and Accountability Act of 1996 and misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Student, Faculty and/or District.

Date this day of , 2019

School District

Student/Faculty

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSENT

Item 8J.

Authorization to Dispose of Equipment

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8 J

FROM: Patrick Keeling, Technology Director Reading
Cynthia Windham, Finance Director

DATE: September 10, 2019 Discuss

SUBJECT: Authorization for Disposal Action

Consent X

OBJECTIVE: Board Governance

BACKGROUND INFORMATION:

Administration seeks Governing Board approval to dispose of obsolete equipment that is no longer needed or usable by the District.

All disposal arrangements will be made in accordance with USFR guidelines and the Arizona Administrative code, Title 7, Education/Procurement, Section: Materials Management and Disposition

The District will utilize the recycling company R3Ewaste for the disposal of the attached items. Costs for this service are determined on an individual pick-up basis, but are typically under \$3,000 per fiscal year. These fees are paid out of the Information Services M&O budget.

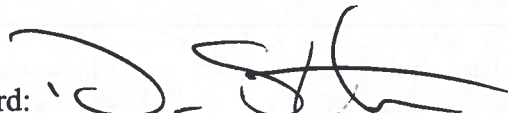
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the Request for Authorization for Disposal, as presented.

Sample Motion:

I move to approve the request for authorization of disposal as presented.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director or Patrick Keeling, Technology Director, (928)759-4000

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|----------------|---------------|----------------------------------|--------------------------|-----------------|-----------|---------------------|------------------------|-----|
| Apple | A1311 | iMac Computer | C02H97A7DHJF | PP Manipulative | N/A | No Longer Supported | 8/21/2019 | 1 |
| Dell | E173FP | Monitor | CN-0U4931-46633-584-A91M | N/A | N/A | Broken. | 8/19/2019 | 1 |
| Bogen | MC 2000 | Station Card | N/A | N/A | N/A | Non Functional | 8/15/2019 | 1 |
| Bogen | Bogen | Speaker | N/A | N/A | N/A | Non Functional | 8/15/2019 | 1 |
| Seasonic | SS-350ES | Active PFC F3 | CQ05B50130409 | N/A | N/A | No Longer Supported | 8/15/2019 | 1 |
| Bogen | Bogen | Amplifier Card | N/A | N/A | N/A | Non Functional | 8/15/2019 | 2 |
| Bogen | Multicom-2000 | Rack | N/A | N/A | N/A | Non Functional | 8/15/2019 | 1 |
| Blonder Tongue | BIDA 450-50 | Broadband Distribution Amplifier | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 1 |
| Blonder Tongue | BAVM-860SAW | Audio/Video Modulator | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 4 |
| Valcom | XPETCM12 | CL CONN 12 Point 25V TLK8K EXP | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 1 |
| Bogen | Bogen | Amplifier | 02 20 001059 | N/A | N/A | No Longer Supported | 8/15/2019 | 1 |
| Sony | Sony | Remote | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 5 |
| Panasonic | Panasonic | Remote | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 2 |
| Generic | Generic | Spools of Wire | N/A | N/A | N/A | No Longer Supported | 8/15/2019 | 5 |
| HP | 1300 | Printer | cncb901987 | N/A | N/A | Broken. | 8/13/2019 | 1 |
| Belkin | Keyboard Case | iPad Keyboard Case | N/A | N/A | N/A | No Longer Supported | 8/12/2019 | 2 |
| Logitech | k480 | Wireless Keyboard | N/A | N/A | N/A | Broken. | 8/12/2019 | 1 |
| Apple | N/A | Lighting to VGA Adapter | N/A | N/A | N/A | No Longer Supported | 8/12/2019 | 6 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-----------|-------------|-----------------------|--------------------------|---------|--------------|----------------------------|------------------------|-----|
| Logitech | N/A | iPad Keyboard Case | N/A | N/A | N/A | No Longer Supported | 8/12/2019 | 2 |
| Scanport | SQ300 | Scanner | N/A | N/A | N/A | Non Functional | 8/12/2019 | 1 |
| Apple | iPhone 6 | Cell Phone | IMEI:3557891717477 78 | N/A | N/A | No Longer Supported | 8/12/2019 | 1 |
| Apple | iPhone 6 | Cell Phone | FFMS1293G5MC | N/A | N/A | No Longer Supported | 8/12/2019 | 1 |
| Apple | iPhone 7 | Cell Phone | JYDR9927199GH | N/A | N/A | No Longer Supported | 8/12/2019 | 1 |
| Apple | A1460 | Tablet | DMPL1N1BF18P | 207085 | N/A | No Longer Supported | 8/12/2019 | 1 |
| Xerox | 006R01561 | Toner Cartridge | N/A | N/A | N/A | Replaced | 8/7/2019 | 1 |
| Riso | S-4254 | Toner Cartridge | N/A | N/A | N/A | Replaced | 8/7/2019 | 1 |
| Innovair | DH100ACDCLP | Duct Detector | N/A | N/A | N/A | Non Functional | 8/6/2019 | 2 |
| AVERMEDIA | 300P | Doc Cam | ELL-HS-E | 205522 | N/A | BROKEN | 7/31/2019 | 1 |
| AVERMEDIA | 300P | Doc Cam | 32878-7050 | 100159 | N/A | BROKEN | 7/31/2019 | 1 |
| Xerox | N/A | Toner Cartridge | N/A | N/A | N/A | Replaced | 7/31/2019 | 1 |
| Planar | 996-0520-00 | Monitor | N/A | N/A | N/A | No Longer Supported | 7/29/2019 | 2 |
| Panasonic | PV-DV201D | Video Recorder | B1SA15917 | N/A | N/A | No Longer Supported | 7/29/2019 | 1 |
| CTG | 3848 | Keystone Mount | N/A | N/A | N/A | Non-Standard | 7/22/2019 | 4 |
| HUBBEL | PL1FEBC | Raceway Elbow | N/A | N/A | N/A | Non-Standard | 7/22/2019 | 6 |
| Panduit | T45EEIW | Raceway Fitting | N/A | N/A | N/A | Non-Standard | 7/22/2019 | 8 |
| Panduit | JB1FSWH-A | Raceway Fitting | N/A | N/A | N/A | Non-Standard | 7/22/2019 | 4 |
| SANYO | DS25330 | TV | V3430680638175 | 100625 | T6266 | OUT OF SPEC. SURPLUSING | 7/22/2019 | 1 |
| XEROX | 008R13061 | Toner Cartridge | N/A | N/A | N/A | Replaced | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RLDHJT | 205281 | CJE:04 87 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG3Q9DHJR | 206660 | CJE:05 92 | No Longer Supported | 7/22/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|-------|-----------------------|--------------|---------|--------------|---------------------|------------------------|-----|
| Apple | IMAC | Computer | D25FT0RGDHJT | 205272 | CJE:04 78 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RFDHJT | 205277 | CJE:04 83 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0REDHJT | 205280 | CJE:04 86 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG3WDDHJR | 206662 | CJE:05 94 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG1FUDHJR | 206665 | CJE:05 97 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RRDHJT | 205283 | CJE:04 89 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RQDHJT | 205284 | CJE:04 90 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350P90TH | 205153 | CJE:04 08 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PH0TH | 205152 | CJE:04 14 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PK0TH | 205155 | CJE:04 17 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350P80TH | 205149 | CJE:04 10 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PC0TH | 205154 | CJE:04 16 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350WV0TH | 205156 | CJE:04 09 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PF0TH | 205150 | CJE:04 11 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PD0TH | 205148 | CJE:04 13 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | QP9350PE0TH | 205151 | CJE:04 15 | No Longer Supported | 7/22/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|--------|-----------------------|----------------|---------|--------------|---------------------|------------------------|-----|
| Apple | IMAC | Computer | QP9350PB0TH | 205157 | CJE:04 12 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG3W6DHJR | 206659 | CJE:05 91 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG3W2DHJR | 206658 | CJE:05 90 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25JG3VWDHJR | 206663 | CJE:05 95 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RDHJR | 205274 | CJE:04 80 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RU5DHJT | 205276 | CJE:04 82 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RHUHDHJT | 205275 | CJE:04 81 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RHMDHJT | 206664 | CJE:05 96 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RMDHJT | 205282 | CJE:04 88 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25FT0RTDHJT | 205278 | CJE:04 84 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25PT0RLDHJT | 205273 | CJE:04 79 | No Longer Supported | 7/22/2019 | 1 |
| Apple | IMAC | Computer | D25PT0RXDHJT | 205279 | CJE:04 85 | No Longer Supported | 7/22/2019 | 1 |
| Dell | T07G | Tablet | 1LT17Z1 | 206986 | N/A | No Longer Supported | 7/22/2019 | 1 |
| Dell | OVDTKY | Tablet Dock | N/A | N/A | N/A | No Longer Supported | 7/22/2019 | 1 |
| DELL | 755 | Computer | G1N5KHI | 207397 | N/A | Non Functional | 7/17/2019 | 1 |
| DELL | 755 | Computer | BK55HHI | 208816 | N/A | DAMAGED EXTERIOR | 7/17/2019 | 1 |
| DELL | 745 | Computer | 7FKC6DI | 208822 | N/A | OUT OF SPEC | 7/17/2019 | 1 |
| HP | 1300 | Printer | CNBDK33717 | N/A | N/A | Non Functional | 7/17/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|---------------|------------|----------------------------|-------------------------|---------|-----------|---------------------|------------------------|-----|
| DELL | | 755 Computer | JC7YMH1 | 207561 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 755 Computer | 14085JI | 205884 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 755 Computer | 1YHZ6GI | 207392 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 755 Computer | 42V1DFI | 208758 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 755 Computer | FG8KMH1 | 207309 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 755 Computer | 66S5YGI | 207454 | N/A | Non Functional | 7/16/2019 | 1 |
| DELL | | 745 Computer | CHV3DDI | 205977 | N/A | OUT OF SPEC. | 7/16/2019 | 1 |
| DELL | | 755 Computer | J6R60FI | 207382 | N/A | Non Functional | 7/16/19 | 1 |
| DELL | | 755 Computer | 2YVZ6GI | 207393 | N/A | Non Functional | 7/16/19 | 1 |
| DELL | | 755 Computer | 9CN3NHI | 207560 | N/A | Non Functional | 7/16/2019 | 1 |
| Intuos | PTZ-630 | Drawing Tablet | 4LUM07893 | N/A | CJE: 0084 | No Longer Supported | 7/15/2019 | 1 |
| Ruckus | | 7300 Wireless Access Point | 511204008292 | N/A | N/A | No Longer Supported | 7/15/2019 | 1 |
| Ruckus | | 7300 Wireless Access Point | 51120408265 | N/A | N/A | No Longer Supported | 7/15/2019 | 1 |
| Samsung | SCS-2u3100 | Verizon Network Extender | S2LDA02970 | N/A | N/A | No Longer Supported | 7/15/2019 | 1 |
| Amazon | Kindle | Reader | N/A | N/A | N/A | No Longer Functions | 7/15/2019 | 1 |
| Olympus | VG-110 | Camera | N/A | N/A | N/A | No Longer Functions | 7/15/2019 | 1 |
| RCA | 27R411T | CRT TV | D514C7110 | N/A | N/A | Non Functional | 7/15/2019 | 1 |
| Dell | E173FP | Monitor | CN-OU4931-4663-584-931M | N/A | N/A | Damaged | 7/12/2019 | 1 |
| HP | P2055DN | Laser Printer | CNB9M14544 | N/A | N/A | No Longer Supported | 7/12/2019 | 1 |
| Faraday | S-3511 | Fire Alarm Panel | N/A | N/A | s | No Longer Functions | 7/12/2019 | 1 |
| Faraday | MPC-2000 | Fire Alarm Panel | N/A | N/A | N/A | No Longer Functions | 7/12/2019 | 1 |
| Faraday | RDC-700 | Fire Alarm Panel | N/A | N/A | N/A | No Longer Functions | 7/12/2019 | 1 |
| System Sensor | 2400 | Fire Alarm | N/A | N/A | N/A | No Longer Supported | 7/12/2019 | 74 |
| Fire Lite | B350LP | Fire Alarm Mount | N/A | N/A | N/A | No Longer Supported | 7/12/2019 | 14 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|---------------|-------------|-----------------------|--------------------------|---------|-----------|---------------------------|------------------------|-----|
| Fire Lite | H355 | Fire Alarm | N/A | N/A | N/A | No Longer Supported | 7/12/2019 | 14 |
| ESL | 429CT | Fire Alarm | N/A | N/A | N/A | No Longer Supported | 7/12/2019 | 8 |
| System Sensor | M500CH | Fire Alarm Controller | N/A | N/A | N/A | No Longer Supported | 7/12/2019 | 10 |
| Hitachi | CP-X328T | Projector | RT31004043 | 203030 | N/A | OUT OF SPEC. | 7/9/2019 | 1 |
| Hitachi | CP-X4020 | Projector | F9G000186 | N/A | N/A | OUT OF SPEC. | 7/9/2019 | 1 |
| Sony | VPL-CX20A | Projector | 2000612 | 205379 | N/A | OUT OF SPEC. | 7/9/2019 | 1 |
| Mitsubishi | XD70U | Projector | 1884 | 203725 | N/A | OUT OF SPEC. | 7/9/2019 | 1 |
| Logitech | M-RCE95 | Wireless Mouse | N/A | N/A | N/A | No Longer Supported | 7/9/2019 | 2 |
| Impact | 40396 | Audio Amplifier | 200120S10 | N/A | N/A | No Longer Supported | 7/9/2019 | 1 |
| Panasonic | KX-TS840 | Phone | 3IAKA005802 | N/A | N/A | No Longer Supported | 7/9/2019 | 1 |
| Cetacea | ASTRO-CL005 | Speaker | N/A | N/A | N/A | Bad sound. | 7/8/2019 | 1 |
| Chief | 435 | Projector Mount | N/A | N/A | N/A | No Longer Supported | 7/8/2019 | 2 |
| AVER | POU1 | Doc Cam | 001631106SP | N/A | N/A | No Longer Supported | 7/3/2019 | 1 |
| DELL | E173FP | Monitor | CN-0D5428-72872-568-4LEL | N/A | N/A | BROKEN: Will not pwr on. | 7/2/2019 | 1 |
| NEC | NP-V260X | Projector | 2300585EC | N/A | N/A | 50% of pixels are dead. | 7/2/2019 | 1 |
| DELL | 745 | Computer | 1RZ5CD1 | 204657 | N/A | OUT OF SPEC. SURPLUSSING | 7/2/2019 | 1 |
| DELL | 755 | Computer | 207787 | 56PDJF1 | N/A | BROKEN: EXT. CASE DAMAGED | 7/2/2019 | 1 |
| DELL | 745 | Computer | 206433 | 7D0MZD1 | N/A | OUT OF SPEC. SURPLUSSING | 7/2/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|--------------|--------------|-----------------------|--------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Air 2 | Tablet | DLXQ4271GSR | 209205 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL20VZF18P | 207074 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL21LQF18P | 207081 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPL2WU2F18P | 207073 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL2E90F18P | 207080 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL2G92F18P | 207072 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL2EEHF18P | 207079 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPND21PF18P | 208728 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL2863F18P | 207075 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL22WMF18P | 207077 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMQL2YCF1BP | 207078 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Logitech | | Tablet Keyboard | N/A | N/A | N/A | No Longer Supported. | 6/27/2019 | 10 |
| eInstruction | eInstruction | Student Responders | 014FA8 | 208790 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 014FBF | 208789 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 0113F5 | 209637 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 11425 | 209207 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|------------------|--------------|-----------------------|--------------|---------|-----------|----------------------|------------------------|-----|
| eInstruction | eInstruction | Student Responders | 01145A | 209635 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 00122E | 209208 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 01146C | 209633 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 0114A5 | 209634 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 11203 | 209209 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 11477 | 209632 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 11687 | 209363 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 014FB3 | 208786 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 0144C1 | 208788 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 014FA2 | 208787 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 014F97 | 208792 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| eInstruction | eInstruction | Student Responders | 014FC3 | 208791 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Smart Technology | Smart | Student Responders | N/A | N/A | N/A | No Longer Supported, | 6/27/2019 | 5 |
| Apple | A1267 | Monitor | N/A | N/A | N/A | No Longer Supported. | 6/27/2019 | 18 |
| Apple | iPad Air | Tablet | DMPRJEFJG5VW | 209669 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJRDG5VW | 209670 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|----------|-----------------------|---------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Air | Tablet | DMPRJJR9G5VW | 209671 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJE4DG5VW | 209672 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJEFG5VW | 209673 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ6X8G5VW | 209674 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJH6BG5VW | 209675 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJE4G5VW | 209676 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ55MG5VW | 209677 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJTNMG5VW | 209678 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJE4LG5VW | 209679 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ7JUG5VW | 209680 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJQQG5VW | 209681 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMQRHJAPG5VW | 209682 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ6VYG5VW | 209683 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJG5QG5VW | 209694 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJJETG5VW | 209695 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ7YQG5VW | 209696 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|----------|-----------------------|---------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Air | Tablet | SDMPRJEE5GVW | 209697 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ6YFG5VW | 209698 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJHJDG5VW | 209699 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJHDXG5VW | 209700 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJE5FG5VW | 209701 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJJGUG5VW | 209702 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ7DFG5VW | 209703 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJEFG5VW | 209704 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ731G5VW | 209679 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ6TZG5VW | 209684 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ6QXG5VW | 209685 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJ7AJG5VW | 209686 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJE5GVW | 209687 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRJQJG5VW | 209688 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRLANHG5VJ | 209657 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRLC8LG5VJ | 209658 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|----------|-----------------------|---------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Air | Tablet | SDMPRL9B1G5VJ | 209659 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRLH6WG5VJ | 209660 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPRLH79G5VJ | 209661 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BLFG5W1 | 209948 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BRCG5W1 | 209949 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BQXG5W1 | 209950 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BF9G5W1 | 209951 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BZTG5W1 | 209952 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3APWG5W1 | 209953 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3C00G5W1 | 209954 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3B3CG5W1 | 209955 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3CFG5W1 | 209956 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BG8G5W1 | 209957 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3APT5W1 | 209938 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3BD6G5W1 | 209939 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3CDUG5W1 | 209940 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-------|-----------|-----------------------|----------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Air | Tablet | SDMPT3B3NG5W1 | 209941 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3C3WG5W1 | 209942 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT40DSG5W1 | 209943 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT415MG5W1 | 209944 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3JTKG5W1 | 209945 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT3K5GG5W1 | 209946 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | SDMPT40RJG5W1 | 209947 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJJE4G5VW | 209689 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJ7JG5VW | 209690 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJJJQGV5W | 209691 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJHJAG5VW | 209692 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Air | Tablet | DMPRJ6VYG5VW | 209693 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRGCYVGHK9 | 209705 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG8K9GHK9 | 209706 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG91JGHK9 | 209707 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG8RK9GHK9 | 209708 | N/A | No Longer Supported. | 6/27/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-----------|------------------|--------------------------|-----------------|---------|-----------|----------------------|------------------------|-----|
| Apple | iPad Mini | Tablet | SF9FRG8CHGK9 | 209709 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG8DCGK9 | 209710 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRGA6YGK9 | 209711 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRH11NGK9 | 209712 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG96TGK9 | 209713 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Apple | iPad Mini | Tablet | SF9FRG922GK9 | 209714 | N/A | No Longer Supported. | 6/27/2019 | 1 |
| Zagg | Folio | iPad Case | N/a | N/A | N/A | No longer supported. | 6/27/2019 | 60 |
| Griffin | Survivor Slim | iPad Case | N/A | N/A | N/A | No longer supported. | 6/27/2019 | 5 |
| Motorola | RDV2100 | Walkie Talkie | N/A | N/A | N/A | No longer works | 6/27/2019 | 12 |
| Griffin | Multidock Silver | iPad Charging Cabinet | 06853873742 | N/A | N/A | No longer supported. | 6/27/2019 | 1 |
| Brother | FAX-2820 | Fax Machine | U61325M7N31273 | N/A | N/A | No Longer Supported. | 6/12/2019 | 1 |
| Dell | PPX | Dell laptop/ Linux | N/A | N/A | N/A | No Longer Supported. | 6/11/2019 | 1 |
| Avermedia | iMicro | TV Presentation Hardware | 120361050 | N/A | N/A | No Longer Supported. | 6/11/2019 | 1 |
| Califone | 1776 | Radio/CD Player | JB04004 | N/A | N/A | No Longer Works | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30.5082.M0803 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30.5086.N0297 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30.5082.M0820 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|------------|-----------------|-----------------------|--------------------------|---------|-----------|----------------------|------------------------|-----|
| Lifeline | LA-30 | Amplification System | LA30.5082.M0807 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30-5087-N0326 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30-5082.M0818 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30.5082.M0800 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| Lifeline | LA-30 | Amplification System | LA30.5082.M0814 | N/A | N/A | No Longer Supported. | 5/24/2019 | 1 |
| HP | Laserjet P2305N | Printer | VNB3F14640 | N/A | N/A | No Longer Supported. | 5/22/2019 | 1 |
| NEC | V260X | Projector | NP-V300X 1300018EA | N/A | N/A | white dots | 5/21/2019 | 1 |
| DELL | 3189 Battery | Battery | Ticket#12210 | N/A | N/A | Battery is dead | 5/21/2019 | 1 |
| NEC | V260X | Projector | N2300250EC | N/A | N/A | Broken Color Wheel | 5/21/2019 | 1 |
| Dell | 1708FPt | Monitor | CN-OKU789-71618-75P-BSP9 | N/A | N/A | No longer functions. | 5/3/2019 | 1 |
| Dell | E173FPb | Monitor | CN-OU4931-46633-584-A92M | N/A | N/A | No longer functions. | 5/2/2019 | 1 |
| Dell | 1707FPt | Monitor | CN-OCC280-71618-716-BASL | N/A | N/A | No longer functions. | 4/25/2019 | 1 |
| Elmo | TT02RX | Doc Cam | 434230 | N/A | N/A | No longer functions. | 4/25/2019 | 1 |
| AverVision | 300P | Doc Cam | 54219 7080 | N/A | N/A | No longer functions. | 4/25/2019 | 1 |
| NEC | V260X | Projector | 2300120EC | N/A | N/A | No longer functions. | 4/25/2019 | 1 |
| RCA | 27R411T | TV | D514C70NT | N/A | N/A | No Longer Supported. | 4/1/2019 | 1 |
| Dell | 1320C | Laser Printer | JT54CC1 | N/A | N/A | No longer functions. | 3/29/2019 | 1 |
| Dell | Optiplex 745 T | PC | 89M4MD1 | 204830 | N/A | No Longer Supported. | 3/28/2019 | 1 |
| Dell | E173FPb | Monitor | CN-OU4931-46633-584-92RM | N/A | N/A | No longer functions. | 3/25/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|-----------|-----------------------|-----------------------|--------------------------|---------|-----------|----------------------|------------------------|-----|
| AverMedia | 300P | Doc Cam | 33197 7030 | N/A | N/A | No longer functions. | 3/22/2019 | 1 |
| NEC | V260X | Projector | 2300086EC | N/A | N/A | No longer functions. | 3/4/2019 | 1 |
| Dell | E177FPb | Monitor | CN-OUH572-46633-726-67CL | N/A | N/A | No longer functions. | 3/4/2019 | 1 |
| NEC | V260X | Projector | 2300273EC | N/A | N/A | No longer functions. | 2/28/2019 | 1 |
| Dell | Optiplex 745 SFF | PC | DNC1DD1 | 206085 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 T | PC | 7RZ5CD1 | 204664 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 T | PC | FQZ5CD1 | 204824 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 T | PC | HRZ5CD1 | 204661 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 SFF | PC | BHOMZD1 | 205992 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 SFF | PC | 51X11D1 | 206169 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| Dell | Optiplex 745 SFF | PC | GVMF0F1 | 206099 | N/A | No Longer Supported. | 2/25/2019 | 1 |
| HP | HP-Laserjet 1300 | Printer | 30710201A | N/A | N/A | No longer functions. | 2/19/2019 | 1 |
| Lifeline | Lifeline FHF Reciever | Amplification System | LA30.5082.M0819 | N/A | N/A | No longer functions. | 2/19/2019 | 1 |
| Lifeline | Lifeline FHF Reciever | Amplification System | LA30.5082.M0811 | N/A | N/A | No longer functions. | 2/19/2019 | 1 |
| NEC | NEC-V260X | Projector | 2700794EE | N/A | N/A | No longer functions. | 2/19/2019 | 1 |
| Logitech | 682 | keyboard & mouse | 91LP0290 | N/A | N/A | not supported | 2/14/2019 | 1 |
| Harman | Kardon | Speakers | CN-02320V-47781-9C9-1120 | N/A | N/A | No longer functions. | 2/14/2019 | 1 |
| Logitech | Logitech | Blue Tooth Receiver | 000 | N/A | N/A | No longer functions. | 2/14/2019 | 1 |
| Dell | Dell | keyboard | CN-05P02F-71581 | N/A | N/A | No longer functions. | 2/14/2019 | 1 |
| HP | LaserJet M1212 | Printer | NCND8B9V2NB | N/A | N/A | No longer functions. | 2/5/2019 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|------------------|-------------------------|-----------------------|------------------------------|---------|-----------|--|------------------------|-----|
| Dell | 1704FPVs | Monitor | MX-OH8304-47605-52H-52H-AZP2 | N/A | N/A | Broken | 2/1/2019 | 1 |
| Smart Technology | T 147194 | Smart Board | T 147194 | N/A | N/A | Missing Parts | 1/31/2019 | 1 |
| Planar | PL170M-BK | Monitor | 23L233000673 | N/A | N/A | No longer functions. | 1/31/2019 | 1 |
| Labtec | LCS-1050 | Speakers | 9004180223N | N/A | N/A | No longer functions. | 1/30/2019 | 1 |
| ThinkWrite | | Headphones | | N/A | N/A | No longer functions. | 1/30/2019 | 2 |
| HP | Q5911A | Printer | CNBK467045 | N/A | N/A | No longer functions. | 1/30/2019 | 1 |
| Compaq | 401508-001 | Speakers | D1B7C0A14ISZA0 | N/A | N/A | No longer functions. | 1/30/2019 | 1 |
| Apple | A1382 | Battery | D861087081TDGDLA A | N/A | N/A | No longer functions. | 1/30/2019 | 1 |
| Dell | 1707Fpt | Monitor | CN-OCC280-71618-5C7-AEY3 | N/A | N/A | Broken | 1/24/2019 | 1 |
| HP | LaserJet Pro 200 M251nw | Color Printer | CND1H69606 | N/A | N/A | No longer feeds paper. | 1/22/2019 | 1 |
| NEC | NP-V260X | Projector | 2702888EE | N/A | N/A | Bad Color Wheel, parts salvaged | 1/22/2019 | 1 |
| NEC | NP216 | Projector | 0700298EA | N/A | N/A | No Longer Works | 1/17/2019 | 1 |
| NEC | V260X | Projector | 2300263EC | N/A | N/A | No Longer Works | 1/17/2019 | 1 |
| Planar | PL1700M-BK | Monitor | AH433H10005 | N/A | N/A | No Longer Works | 1/16/2019 | 1 |
| AverVision | 300P | Doc Cam | 34567 6100 | N/A | N/A | No Longer Works | 1/16/2019 | 1 |
| AverVisions | 300AF+ | Doc Cam | 5140008090P | N/A | N/A | From water damage mves Rm 23 | 1/8/2019 | 1 |
| Planar | PL170M-BK | Monitor | 23L233001517 | N/A | N/A | No Longer Works | 1/8/2019 | 1 |
| NEC | V260X | Projector | 2300037EC | N/A | N/A | From water damage mves Rm 21 | 1/7/2019 | 1 |
| Hitachi | CP-X2010 | Projector | F9CU05162 | N/A | 7172 | No Longer Functional | 1/4/2019 | 1 |
| Dell | Optiplex 760 | Desktop Computer | 2XC8GK1 | 206015 | N/A | More Cost Effective to Recycle/Salvage Parts | 12/27/2018 | 1 |

| Make | Model | Item Description/Type | Serial # | Red Tag | Other Tag | Reason for Disposal | Allocated for Disposal | QTY |
|------------|------------|-----------------------|--------------------------|---------|-----------|----------------------|------------------------|-----|
| AverVision | F17HD | Doc Cam | 5307772900210 | N/A | N/A | No Longer Supported. | 12/20/2018 | 1 |
| WinBook | WinBook Si | Laptop | N10804384 | N/A | N/A | No Longer Supported. | 12/17/2018 | 1 |
| Dell | PP40X | Laptop | JT19TF1 | 204942 | N/A | No Longer Supported. | 12/17/2018 | 1 |
| Dell | PP11L | Laptop | BMSXN91 | 204127 | N/A | No Longer Supported. | 12/17/2018 | 1 |
| Dell | P190SF | Monitor | CN-09TVYF-72872-1C5-AU2I | N/A | N/A | No Longer Functional | 12/17/2018 | 1 |
| Dell | E17FPf | Monitor | CN-0D5428-72872-568-4KVL | N/A | N/A | No Longer Functional | 12/17/2018 | 1 |
| Dell | 745 | PC | 20x11d1 | 206067 | | No Longer Supported. | 12/11/2018 | 1 |
| AverVision | CP135 | Doc Cam | 50137 12080P | N/A | N/A | No Longer Supported. | 12/6/2018 | 1 |
| NEC | NP-V260X | Projector | 2300745EC | N/A | N/A | No Longer Functional | 12/6/2018 | 1 |
| NEC | NP-V260X | Projector | 2300088EC | N/A | N/A | No Longer Functional | 12/6/2018 | 1 |

CONSENT

Item 8K.

Gifts & Donations

GIFTS & DONATIONS – September 10, 2019

Tim Derickson

Donated five gallons of paint to Glassford Hill Middle School

With a donor's value of \$160

Linda S. and Richard C. Leon

Donated a drum kit and extras to Liberty Traditional School

With a donor's value of \$400

William Lynam

Donated assorted school and office supplies to Humboldt USD for use in District schools

With a donor's value of \$250

Beverly Patten

Donated clothing to be distributed through the Family Resource Center

With a donor's value of \$500

Pierce Property Management

Donated \$450 to Coyote Springs Elementary School

Marilynn Stone

Donated \$100 to the cafeteria Angel Fund for use in all sites

Thunderbird Foundation

Donated \$1,000 to the Girls Golf team and \$1,000 to the Boys Golf team at Bradshaw Mountain High School, for a total of \$2,000

David Wakefield

Donated \$1000 to the Glassford Hill Middle School Choir and Drama programs

DISCUSSION

Item 9A.

School Report BMMS

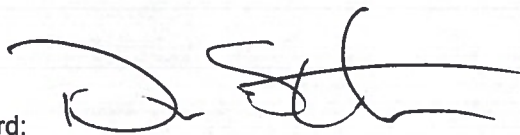
HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|--|-----------|
| TO: | Humboldt Unified School District Governing Board | Item # 9A |
| FROM: | Jessica Bennett, Bradshaw Mountain Middle School Principal | Reading |
| DATE: | September 10, 2019 | Discuss X |
| SUBJECT: | Bradshaw Mountain Middle School Board Update | Action |
| | | Consent |
| <hr/> | | |
| OBJECTIVE: | To highlight the successes and growth at Bradshaw Mountain Middle School | |
| <hr/> | | |

Principal Jessica Bennett will give an update of current events at Bradshaw Mountain Middle School including:

- Successes/data from SY2018-19
- Community Partnerships
- BMMS EXCEL / HRS Model

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to: Jessica Bennett, 759-4905

DISCUSSION

Item 9B.

Report from BMHS German Exchange Program

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|---|------------------|
| TO: | Humboldt Unified School District Governing Board | Item # 9B |
| FROM: | Gena Hatfield, German Exchange Program Sponsor | Reading |
| DATE: | September 10, 2019 | Discuss X |
| SUBJECT: | Summer 2019 Germany Trip – Board Report | Action |
| | | Consent |
| <hr/> | | |
| OBJECTIVE: | Goal #1: To Raise the Level of Students Achievement | |
| <hr/> | | |

SUPPORTING DATA

The Bradshaw Mountain High School German Exchange Program students who travelled to Germany this summer will report on their trip.

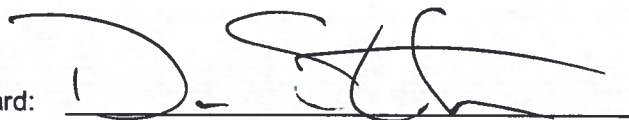
SUMMARY & RECOMMENDATION

N/A

Sample Motion

N/A

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Gena Hatfield or Mr. Kort Miner, (928)759-4100

DISCUSSION

Item 9C.

Tax Rates for
FY 2019-20

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **9C**
FROM: Cynthia Windham, Finance Director Reading
DATE: September 10, 2019 Discuss X
SUBJECT: FY 19-20 Tax Rates Action

OBJECTIVE: Annual Requirement

FY 19-20 TAX RATES:

The Humboldt Unified School District's tax rates for the FY 19-20 year have been calculated and submitted to the Yavapai County Board of Supervisors for adoption.

The rates for the upcoming year are as follows:

| | FY 19-20 | FY 18-19 | Difference |
|-----------|----------------|----------------|--------------|
| Primary | \$3.9008 | \$4.0553 | (.1545) |
| Secondary | <u>\$.8802</u> | <u>\$.8519</u> | <u>.0283</u> |
| | \$4.7810 | \$4.9072 | (.1260) |

The rate of \$4.7810 represents a combined **decrease** of .1260 cents over last year.

ELEMENTS AFFECTING THE PRIMARY TAX RATE

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

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

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

Effect of Tax Rates on the Taxpayers:

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

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

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

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

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

For FY 19-20 the Humboldt Unified School District's Primary Assessed Valuation increased from \$421,367,383 to \$456,747,006 representing an approximate 8% over last years' values.

SUMMARY & RECOMMENDATION:

None needed – discussion item only.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

DISCUSSION

Item 9D.

Policy Update

(First Reading - Policy KJA)

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|--|------------|
| TO: | Humboldt Unified School District Governing Board | Item # 9 D |
| FROM: | Dan Streeter, Superintendent | Reading X |
| DATE: | September 10, 2019 | Discuss X |
| SUBJECT: | Policy Update As Recommended by Superintendent - First Reading | Action |
| | | Consent |
| <hr/> | | |
| OBJECTIVE: | Board Governance | |

SUPPORTING DATA:

The Superintendent has reviewed current Policy KJA and recommends substantial changes as shown in the attached document. Current Policy KJA is included, followed by proposed changes.

The proposed policy has been reviewed by legal counsel, the District's Liability Insurance carrier, and the District's compliance audit consultant.

SUMMARY & RECOMMENDATION

The administration recommends the policy changes as indicated in the attached document. These policies have been reviewed and approved by legal counsel.

Sample Motion: N/A

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dan Streeter, Superintendent (759-4000)

RELATIONS WITH BOOSTER ORGANIZATIONS

(Parent Support and Booster Organizations)

Some of the strongest school support comes from parents or organizations having strong interests in specific students or school activities. Support from parent support and booster organizations is encouraged wherever appropriate as a means of involving the public in the activities and goals of the District. School personnel shall seek to strengthen and support parent support and booster organizations by cooperating in any way possible to provide assistance, materials, facilities, or other aid to assist them in helping the schools.

Close communication with parent support and booster organizations ensures greater harmony with the policies and goals of the District. Each principal shall assume responsibility for the conduct of any organization approved by the District and serving the needs of the students, staff, or program of the school.

The Superintendent shall develop procedures as necessary for the annual approval of parent support and booster organizations and the guidance of school personnel who are involved with booster organizations.

Adopted: date of Manual adoption

CROSS REF.: JJE - Student Fund-Raising Activities

KJA

RELATIONS WITH PARENT/CITIZEN/ BOOSTER ORGANIZATIONS

Some of the strongest school support comes from parents or organizations having strong interests in specific students or school activities. For the sake of this policy, parent/citizen organizations include booster clubs. Support from parent/citizen/booster organizations is encouraged wherever appropriate as a means of involving the public in the activities and goals of the District. School personnel shall seek to strengthen and support parent/citizen organizations by cooperating in any way possible to provide assistance, materials, facilities, or other aid to assist them in helping the schools.

Close communication with parent/citizen/booster organizations ensures greater harmony with the policies and goals of the District. Each principal shall assume responsibility for the conduct of any organization approved by that principal for interaction with the students, staff, or program of the school.

In order for a parent/citizen/booster organization to be approved by the District and the Governing Board, the following guidelines must be observed. Only District approved organizations may be granted use of school facilities or permission to operate in conjunction with any school, school organization, or team. Only approved organizations may portray themselves as being affiliated with or sponsored by the District in any way.

Formation/Structure of Parent/Citizen/Booster Organizations

Any group of parents or citizens seeking to be approved by the school and the District shall submit the following information, in writing, to the designated site administrator. Following approval by the designated site administrator, this information will be submitted to the Superintendent or the Superintendent's designee for approval by the Governing Board. The initial approval of an organization will be confirmed in writing by District administration. Included in the approval will be the name of the organization and the date of approval by the Governing Board.

- A. Name of the organization and school affiliation.

B. Written statement of purpose.

C. A current list of officers including their corresponding contact information.

D. Bylaws.

E. If applicable, a copy of the Articles of Incorporation, including the organization's 501(c)(3) "Not for Profit" status letter from the Internal Revenue Service. Parent/citizen organizations can obtain their own 501(c)(3) determinations from the Internal Revenue Service.

F. Employer Identification Number.

G. Certificate of Insurance (\$1 million policy) naming the District as additional insured

Once the parent/citizen/booster organization is approved, the following must occur:

A. Annual approval by principal/site designee and District administration. This includes annual submittal of the above items.

B. Submission of an Annual Financial Report to the Chief Financial Officer of the District within (30) days following the end of the fiscal year or, for affiliated associations, a statement of compliance with state and national associations. Failure to submit an Annual Financial Report will result in suspension or loss of approved status.

C. District administration may request to review the accounts and activities at any time at its discretion.

D. The organization must comply with all Governing Board policies and procedures, as applicable.

E. The organization must comply with all Internal Revenue Service (IRS) regulations and all payroll laws.

Finances

District approved parent/citizen organizations shall comply with the following financial guidelines:

A. All funds shall be deposited and disbursed through the organization's bank account. Designated signatories on bank account signatory card shall include president and treasurer. Designated signatories on bank account signatory card shall not be two (2) members of the same family. Fund-raisers must be approved by the school administration, with designated use(s) and distribution of the anticipated funds specified for each fund-raiser. Monies raised are to be deposited in the organization's account.

B. Purchases/expenditures. All donations from the parent / citizen / booster organizations are considered gifts to the District and must have school and Governing Board approval. The owner of any capital item that is donated shall be the District.

C. Fund-raising projects must satisfy the prevailing requirements of District rules, regulations, and policies. The school principal is responsible for the organization and conduct of each fundraising project in their building. Violations of prevailing rules, regulations, and policies may result in suspension or loss of approved status.

Suspension or Termination of District-Approved Status of Parent/ Citizen/ Booster Organization

A site or District level administrator may recommend to the Governing Board the suspension or termination of District approved status when there is deviation from the stated purpose or violation of laws or District policies or procedures.

Suspension or termination of approved status will result in the following:

A. The parent/citizen/booster organization will not be granted use of school facilities or permission to operate in conjunction with any school, school organization, or team.

B. The parent/citizen/booster organization may not portray itself as being affiliated with or sponsored by the District in any way.

Dissolution of Parent/Citizen/Booster Organization

In the event that a parent/citizen/booster organization wishes to dissolve, then the organization should announce a meeting and vote on the dissolution. The organization should not officially dissolve until all outstanding business has been completed (i.e., outstanding invoices paid, bank account closed, et cetera).

Student Activity Funds

All monies raised with the approval of the Governing Board by the efforts of students in pursuance of, or in connection with, all activities of Student Activity Clubs, school plays or other student entertainment other than in connection with school bookstores and athletic activities, are student activity monies.

Student activity fund-raising projects include candy sales, magazine sales, picture sales, and other fund-raising projects involving students. If principals, teachers, staff and/or students at a school participate during normal school hours on school days in a fund-raising project, the project will be deemed to be a student activities fund-raising project and, therefore, the money must be deposited into the student activities fund. Fund-raising activities will also include charging admission to any activity of a Student Activity Club, school play, or other student entertainment.

Joint Fund-raising Activities

Student Activity Clubs can participate in a project with a parent/citizen/booster organization when the Student Activity Club approves the activity and it is entered in the minutes of a Student Activity Club meeting.

The Student Activity Club's adult staff advisor will coordinate with the parent/citizen/booster organization to help ensure that the receipt of funds is properly accounted for, as well as to monitor any fund-raising project.

Proceeds derived from joint fund-raising projects must be allocated between the parent/citizen/booster organization and the Student Activity Club based on a prior negotiated agreement that reflects the proportionate level of effort anticipated to be put forth. If, following

negotiation of the agreement concerning the division of proceeds, the actual proportionate effort expended by the students is substantially greater than that anticipated, the agreed upon division of proceeds will be revised to reflect such increased proportionate student effort. It is the responsibility of the Student Activity Club's adult staff advisor, along with the school principal, to ensure that the split is fair. "Fair" is defined as justifiable and based on the proportion of effort devoted by each participating organization.

The District recommends that joint fund-raising activities be initially run through the parent/citizen/booster organization's account. Since the parent/citizen/booster organization acts as custodian of the funds, they must account for and distribute the funds that are due to the Student Activities Club within thirty (30) days of profit realized.

Should a concern arise regarding joint fund-raisers, the school principal will make the final decision after he/she receives input from the District Student Activities Treasurer.

All students are prohibited from conducting door-to-door sales in conjunction with any kind of joint fund-raising activity.

Rules:

A. Raffles and other "games of chance" will not be conducted by student clubs or organizations or the school itself. Parent/citizen/booster organizations are solely responsible for conducting a raffle or other games of chance, in compliance with state law.

B. Book fairs run by the parent/citizen/booster organization are considered a parent/citizen/booster fund-raiser if students do not participate as helpers.

C. Fund-raising projects initiated by Student Activity Clubs can be either on campus or off campus, but must be within the limitations prescribed herein.

D. Monies raised through the efforts of students may not be used to supplant District funding of required educational programs.

Required Documentation

Fund-raising projects involving parent/citizen/booster organizations and students require approval by the principal/site designee.

If there is a parent/citizen/booster organization fund-raiser and outside vendors are participating on school property then the vendor must submit a Certificate of Liability Insurance Form from the vendor's insurance company. The District requires a minimum of three hundred thousand dollars (\$300,000) liability insurance per fund-raising event. This form should be submitted to the Financial Services Center prior to the fund-raiser.

Assets and Joint Purchases with Parent/ Citizen/ Booster Organization

Any parent/citizen/booster organization asset that remains on District facilities with the District acting as custodian of the asset(s) will be left at the risk of the parent/citizen/booster organization. In the event that fund-raising cash has to be left on District facilities overnight, two (2) parent/citizen/booster organization representatives, as well as the principal/site designee must verify and agree to the total cash amount for deposit and sign a document (i.e., deposit slip, cash collection report, et cetera) in agreement.

Parent/citizen/booster organizations and Student Activity Clubs may make joint purchases. To do so, the parent/citizen/booster organization shall place its share of the monies required for the joint purchase into the District's gifts and donations account. Such purchases would go through the District Purchasing Department.

Adopted: _____

CROSSREF.:

JJE - Student Fund-Raising Activities

DISCUSSION

Item 9E.

ASBA Policy Advisories

(651-669 – First Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|----------|--|------------------|
| TO: | Humboldt Unified School District Governing Board | Item # 9E |
| FROM: | Daniel Streeter, Superintendent | Reading X |
| DATE: | September 10, 2019 | Discuss X |
| SUBJECT: | Policy Review - Policy Advisories 651-669 First Reading | 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 651 | Policy BEDH | Public Participation at Board Meetings |
| • PA 652 | Policy DJE | Bidding/Purchasing Procedures |
| • PA 653 | Policy GBEA | Staff Ethics |
| • PA 654 | Policy GBEB | Staff Conduct |
| | Regulation GBEB-R | |
| • PA 655 | Policy GBEFA <u>NEW</u> | Staff Use of Digital Wireless Communications or Electronic Devices While Operating a Motor Vehicle |
| • PA 656 | Policy GBI | Staff Participation in Political Activities |
| • PA 657 | Policy GCF | Professional Staff Hiring |
| • PA 658 | Policy GCFC | Professional Staff Certification and Credentialing Requirements (Fingerprinting Requirements) |
| | Exhibit GCFC-E | |
| • PA 659 | Policy GCO | Evaluation of Professional Staff Members |
| • PA 660 | Policy GDF | Support Staff Hiring |
| • PA 661 | Policy GDFA | Support Staff Qualifications and Requirements (Fingerprinting Requirements) |
| • | Exhibit GDFA-E | |
| • PA 662 | Policy IHA | Basic Instructional Program |
| | Exhibit IHA-E | |
| • PA 663 | Policy IHAMD <u>NEW</u> | Instruction and Training in Suicide Prevention |
| • PA 664 | Policy IKF | Graduation Requirements |
| • PA 665 | Policy JICA | Student Dress |
| | Regulation JICA-R | |
| • PA 666 | Policy JIH | Student Interrogations, Searches and Arrests |
| • PA 667 | Policy JLCD | Medicines/Administering Medicines to Students |
| • PA 668 | Policy JLDAC <u>NEW</u> | Screening/Testing of Students (Vision Screening for Children) |
| • PA 669 | Policy JLF | Reporting Child Abuse/Child Protection |

SUMMARY & RECOMMENDATION:

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

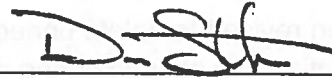
A short summary of the Arizona School Boards Association (ASBA) Policy Advisory Discussion may be found on the page(s) immediately prior to the documents which are to be considered by the Governing Board for adoption as a policy or the Superintendent for implementation as a regulation or exhibit.

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:

| | |
|--------------------------|-----------|
| Rebecca Cooley 759-5007 | Section B |
| Cynthia Windham 759-4027 | Section D |
| Patty Bitsilly 759-4040 | Section J |

| |
|----------------------|
| Cole Young 759-4000 |
| Rob Bueche, 759-4010 |

| |
|---------------|
| Section G |
| Sections I, J |

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 651 (Becky Cooley)

Policy BEDH – Public Participation at Board Meetings

This policy has been revised to delete unnecessary language which may be misconstrued to allow content restrictions on speech during public participation.

HUSD Summary and Recommendation

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

BEDH © PUBLIC PARTICIPATION AT BOARD MEETINGS

All regular and special meetings of the Board shall be open to the public.

The Board invites the viewpoints of citizens throughout the District and considers the responsible presentation of these viewpoints vital to the efficient operation of the District. The Board also recognizes its responsibility for the proper governance of the schools and therefore the need to conduct its business in an orderly and efficient manner. The Board therefore establishes the following procedures to receive input from citizens of the District:

A. Any individual desiring to address the Board shall complete a form (Request to Address Board) and give this form to the Superintendent prior to the start of the Board meeting.

B. The Board President shall be responsible for recognizing speakers, maintaining proper order, and adhering to any time limit set. Questions requiring investigation shall be referred to the Superintendent for later report to the Board. Questions or comments on matters that are currently under legal review will not receive a response.

C. If considered necessary, the President shall set a time limit on the length of the comment period. In order to ensure that each individual has an opportunity to address the Board, the President may also set a time limit for individual speakers.

D. Personal attacks upon Board members, staff personnel, or other persons in attendance or absent by individuals who address the Board are discouraged. ~~Presenters are cautioned that statements or representations concerning others that convey an unjustly unfavorable impression may subject the presenter to civil action for defamation.~~ Policies KE, KEB, KEC, and KED are provided by the Board for disposition of legitimate complaints, including those involving individuals. Upon conclusion of the open call to the public, individual members of the Board may respond to any criticism made by an individual who has addressed the Board.

The Superintendent shall ensure that a copy of this policy is posted at the entrance to the Board meeting room, and that an adequate supply of forms is available.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

38-431.01

CROSS REF.:

BDB - Board Officers

BHC - Board Communications with Staff Members

BHD - Board Communications with the Public

KEB - Public Concerns/Complaints about Personnel

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. 652 (Cynthia Windham)

Policy DJE – Bidding/Purchasing Procedures

Policy DJE has been revised to remove the requirement for districts to obtain three oral quotes. Instead, districts should obtain written price quotes from at least three vendors for purchases costing at least \$10,000 and less than \$100,000.

HUSD Summary and Recommendation

It is the recommendation of the administration that the revision of the policy be adopted as presented by ASBA to include a change in purchasing procedures to adjust for this change.

DJE © BIDDING / PURCHASING PROCEDURES

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

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

Purchases Not Requiring Bidding

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

~~Verbal price quotations will be requested from at least three (3) vendors for transactions of at least ten thousand dollars (\$10,000) but less than fifty thousand dollars (\$50,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office.~~

Written price quotations will be requested from at least three (3) vendors for transactions of at least fifty ten thousand dollars ~~(\$50,000)~~ (\$10,000) but ~~not more~~ and less than one hundred thousand dollars (\$100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

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

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 placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

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

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

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

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

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

Online Bidding

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

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

Purchases Requiring Bidding

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Public Inspection and Rationale for Awarding a Contract

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection.

Registered Sex Offender Prohibition

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

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. 13-3821, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

11-952

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

15-213
15-213.01
15-213.02
15-239
15-323
15-342
15-382
15-765
15-910.02
23-214
34-101 *et seq.*
35-391 *et seq.*
35-393 *et seq.*
38-503
38-511
39-121
41-2632
41-2636
41-4401
A.A.C.
R7-2-1001 *et seq.*
A.G.O.
I83-136
I87-035
I06-002
USFR: VI-G-8 *et seq.*
2 C.F.R. 200.321

CROSS REF.:

BCB - Board Member Conflict of Interest
DJ - Purchasing
DJG - Vendor/Contractor Relations
GBEAA - Staff Conflict of Interest
JLIF - Sex Offender Notification

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 653 (Cole Young)

Policy GBEA – Staff Ethics

This change relates to providing clarity to the limitations a staff member has when promoting political or personal beliefs or concerns.

HUSD Summary and Recommendation

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

GBEA © STAFF ETHICS

(Statement of Ethics for School Employees)

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

The school employee:

- A. Makes the well-being of students the fundamental value of all decision making and actions.
- B. Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- C. Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- D. Fulfills job responsibilities with honesty and integrity.
- E. Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- F. Supports the principle of due process and protects the civil and human rights of all individuals.
- G. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- H. Implements the Governing Board's policies and administrative rules and regulations.
- I. Refrains from using school contacts and privileges to promote partisan politics political or sectarian religious views or selfish propaganda personal agenda of any kind.

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

J. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.

K. Avoids using position for personal gain through political, social, religious, economic, or other influence.

L. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.

M. Stresses the proper use and protection of all school properties, equipment, and materials.

N. Honors all contracts until fulfillment or release.

In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

Adopted: date of Manual adoption

LEGAL REF.:

A.A.C.

R7-2-205

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. 654 (Cole Young)

Policy GBEB – Staff Conduct Regulation GBEB-R

This change affects employees and the requirements associated with reporting suspected crimes or incidents. Such reports need to be documented and reported to the Superintendent. Policies and procedures concerning the process of reporting "Suspected Crimes or Incidents" will be posted on the District website by January 1st, 2020.

HUSD Summary and Recommendation

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

GBEB © STAFF CONDUCT

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

Potential consequences to employees of the District who violate these rules may include, but are not limited to:

- A. Removal from school grounds.
- B. Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes.
- C. Warning.
- D. Reprimand.
- E. Suspension.
- F. Dismissal.
- G. Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.

Reporting Suspected Crimes or Incidents

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property. All such reports shall be documented and communicated to the Superintendent who shall be responsible for reporting to local law enforcement. Conduct that is considered to be bullying, harassment or intimidation shall be addressed according to Policy JICK as required in A.R.S. 15-341(A)(36).

The school district or charter school is to notify the parent or guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of federal law.

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

On or before January 1, 2020, the District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents" on its website as the department of education shall develop a process to verify that each school district has adopted the required policies and procedures by this date.

If the District maintains an online Manual of policies and procedures, the District may post a link to that manual with a reference to the appropriate policies and procedures.

A person who violates the reporting requirements may be disciplined for violating the policies of the School District Governing Board pursuant to A.R.S. 15-341 and notwithstanding A.R.S. 15-341, may be subject to dismissal. Each school district governing board shall prescribe and enforce policies and procedures that require the School District to maintain a record on any person who is disciplined pursuant to this policy and, on request, shall make that record available to any public school, school district governing board or charter school governing body that is considering hiring that person.

A person who is employed by the School District or is an applicant for employment with the School District, who is arrested for or charged with any nonappealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the person's supervisor or potential employer is guilty of unprofessional conduct and the person shall be immediately dismissed from employment with the School District or immediately excluded from potential employment with the School District. A person dismissed from employment for failure to report being arrested for or charged with a nonappealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection F. Prior to an action to terminate for failure to report, an employee will be given the opportunity to provide a written explanation of circumstances or events which they believe mitigate the failure to report.

Use of Physical Force by Supervisory Personnel

Any administrator, teacher, or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain order. Similar physical force will be appropriate in self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the District or the property of persons lawfully on the premises of the District.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

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.

Page 16 of 65

LEGAL REF.:

A.R.S.

13-2911

13-3102

13-3111

13-3411

15-153

15-341

15-342

15-507

15-509

15-511

15-512

15-514

15-539

15-550

38-531

38-532

41-770

41-1758.03

A.A.C.

R7-2-205

CROSS REF.:

GCF - Professional Staff Hiring

GCMF - Professional Staff Duties and Responsibilities

GCO - Evaluation of Professional Staff Members

JIC - Student Conduct

JK - Student Discipline

KFA - Public Conduct on School Property

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

GBEB-R ©

REGULATION

STAFF CONDUCT

No employee, while on or using school property, otherwise acting as an agent, or working in an official capacity for the District shall engage in:

- A. Physical or verbal abuse of, or threat of harm to, anyone.
- B. Causing damage, or threat of damage, to property of the District or property of a member of the community or a visitor to the school when the property is located on premises controlled by the District.
- C. Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.
- D. Use, possession, distribution, or sale of alcohol or of drugs or other illegal substances.
- E. Use of profane or abusive language, symbols, or conduct.
- F. Failure to comply with lawful direction of District officials, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so.
- G. The carrying or possession of a weapon on school grounds without authorization from the appropriate school administrator.
- H. A violation of District policies and regulations.
- I. Any conduct violating federal, state, or applicable municipal law or regulation.
- J. Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the District, or any other activity sponsored or approved by the Board.
- K. The use of District resources, as defined in A.R.S. 15-511 and District Policy GBI, Staff Participation in Political Activities, to influence the outcome of an election.

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

In addition to the foregoing, all staff members are expected to:

- A. Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Board.
- B. Conduct themselves in a manner consistent with effective and orderly education and to protect the students and the District property.
- C. Maintain order in a manner consistent with District policies and regulations.
- D. Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.
- E. Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.
- F. Comply with the requirement of A.R.S. 15-153 and 15-515 by immediately reporting to the Superintendent or the administrator who is their immediate supervisor:
 - 1. A violation of A.R.S. 13-3102 [possession of a deadly weapon on school grounds].
 - 2. A violation of A.R.S. 13-3111 [possession of a firearm by a minor without authorization (in Maricopa and Pima Counties and where otherwise adopted by local ordinance)].
 - 3. A violation of A.R.S. 13-3411 [possession, use, or intent to sell marijuana, peyote, or dangerous or narcotic drugs, or intent to sell prescription-only drugs in a drug-free school zone (i.e., school grounds and the area within three hundred [300] feet and public property within one thousand [1,000] feet of school grounds, the area at a school bus stop, and a school bus)].

Any administrator receiving a report of a violation of A.R.S. 13-3102, 13-3111, or 13-3411 shall immediately report such violation to a peace officer in compliance with A.R.S. 15-153 and 15-515.

Employees of the District who violate these rules are subject to disciplinary action.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 655 (New) (Cole Young)

Policy GBEFA - Staff Use of Digital Wireless Communications or Electronic Devices While Operating A Motor Vehicle

This is a new policy outlining the use of portable wireless communication and electronic stand-alone devices while operating a motor vehicle for the district. An employee may only use a hands-free mode of communication while operating a vehicle. This policy continues to allow for the use of two-way radio and an exception in the event of emergency situations. This policy is modeled after the hands-free law recently approved.

HUSD Summary and Recommendation

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

GBEFA ©

**STAFF USE OF DIGITAL WIRELESS
COMMUNICATIONS OR ELECTRONIC
DEVICES WHILE OPERATING
A MOTOR VEHICLE**

Arizona law (A.R.S. 28-914, effective January 1, 2021), states that a person may not operate a motor vehicle on a street or highway if the person does either of the following:

A. physically holds or supports with any part of the person's body either of the following:

1. portable wireless communication device, except that a person may use a portable wireless communication device with an earpiece, headphone device or device worn on a wrist to conduct a voice-based communication.
2. a stand-alone electronic device.

B. writes, sends or reads any text-based communication, including a text message, instant message, e-mail or Internet data, on a portable wireless communication device or stand-alone electronic device.

This does not apply to either of the following:

A. the use of voice-based communications, including through the use of a portable wireless communication device or stand-alone electronic device, to direct the writing, sending, reading or other communicating of any text-based communication.

B. the use of a portable wireless communication device or stand-alone device when used in a hands-free manner for:

1. navigation of the motor vehicle.
2. use of a global positioning system.
3. obtaining motor vehicle information or information related to driving a motor vehicle.

This also does not prohibit the operation of a motor vehicle while using a device, including a device that is accessible through an interface that is embedded in a motor vehicle, that allows communication without the use of either of the driver's hands, except to activate or deactivate a function of the device.

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

An operator may use a portable wireless communication device:

A. to report illegal activity or summon emergency help.

B. that was permanently or temporarily affixed to the motor vehicle to relay information in the course of the operator's occupational duties between the operator and either: i) a dispatcher, ii) a digital network or software application service.

"Portable wireless communication device:"

A. means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver or a substantially similar portable wireless device that is used to initiate or receive communication, information or data.

B. does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device or in-vehicle security, navigation or remote diagnostics system.

"Stand-alone electronic device" means a portable device other than a portable wireless communication device that stores audio or video data files to be retrieved on demand by a user.

The Superintendent will develop training to implement this policy prior to the effective date.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-341

15-514

28-914

28-963

28-3164

CROSS REF.:

EEAE – Bus Safety Program

EEAEA – Bus Driver Requirements, Training and Responsibilities

EEAG – Student Transportation in Private Vehicles

EEB – Business and Personnel Transportation Services

GBEA - Staff Ethics

GBEB - Staff Conduct

GBEBB - Staff Conduct With Students

GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members

GDQD - Discipline, Suspension, and Dismissal of Support Staff Members

IJNDB - Use of Technology Resources in Instruction

JIC - Student Conduct

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. 656 (Cole Young)

Policy GBI - Staff Participation in Political Activities

Clarifying language was added to this policy to describe 'staff on duty' not engaging in political activities and eliminated language to that exception.

HUSD Summary and Recommendation

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

GBI © STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

A. No employee while on duty shall engage in political activities upon property under the jurisdiction of the Board. ~~Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.~~

B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of School District-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine School District communications which are messages or advertisements that are germane to the functions of the School District and that maintain frequency, scope and distribution consistent with past practices or are necessary for public safety.

C. Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.

D. Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.

E. Political circulars or petitions may not be posted or distributed in school.

F. The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.

G. Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

H. Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

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

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

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

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

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

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

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

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-481

15-491

15-511

15-903

16-402

A.G.O.

I15-002

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. 657 (Cole Young)

Policy GCF - Professional Staff Hiring

This policy allows for public schools and charters to share background investigations and employee discipline for violating district policy when considering the hiring of professional staff.

HUSD Summary and Recommendation

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

GCF © PROFESSIONAL STAFF HIRING

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

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

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

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

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

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

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- A. The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- B. The District obtains from the Department of Public Safety a state-wide criminal records check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
- C. The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
- D. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- E. The District provides general supervision of the applicant until permanent certification is issued by ADE.

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

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

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

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 professional candidate's acceptance of a contract offer must be indicated within _____ (____) **days** from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-3716

15-153

15-502

15-503

15-512

15-536

15-538.01

15-539

15-550

23-211

23-212

23-1361

38-201

38-231

38-232

38-766.01

41-1750

41-1756

CROSS REF.:

GCB - Professional Staff Contracts and Compensation

GCFC - Professional Staff Certification and Credentialing Requirements
(fingerprinting requirements)

GCO - Evaluation of Professional Staff Members

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. 658 (Cole Young)

**Policy GCFC - Professional Staff Certification and Credentialing Requirements
(Fingerprinting Requirements)**

Exhibit GCFC-E

This policy adds language that requires certified employment candidates to disclose any charges or convictions that have been vacated, set aside, or expunged.

HUSD Summary and Recommendation

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

GCFC © PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS

(Fingerprinting Requirements)

New Hires

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

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

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

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

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

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.

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

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

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

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

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

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

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

A. Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.

B. Provide for fingerprint checks pursuant to A.R.S. 41-1750.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-705

15-183

15-503

15-512

15-534

15-782.02

15-1330

15-1881

23-1361

41-1750

41-1758.07

CROSS REF.:

GCF - Professional Staff Hiring

GCG - Part-Time and Substitute Professional Staff Employment

IJOC - School Volunteers

GCFC-E ©

EXHIBIT

PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS

Name (typed or printed) _____ Position _____

I, _____, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

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

Employee signature _____

Date signed _____

Subscribed, sworn to, and acknowledged before me by _____
_____, this _____ day of _____, 20____,

in _____ County, Arizona.

My Commission Expires _____

Notary Public _____

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

Page 30 of 65

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 659 (Cole Young)

Policy GCO - Evaluation of Professional Staff Members

Changes to this policy are a direct result in the modification of law pertaining to both teacher and principal evaluations. In the evaluation of teachers, the use of quantitative data can only account for between 20% and 33% of the evaluation outcome. Teacher evaluations are less dependent on the framework prescribed by the Department of Education and more reliant on the district to create an evaluation that is designed to improve teacher performance and student achievement. The principal evaluation mirrors that of the teacher evaluation when it comes to quantitative data percentages and the objective of the process to improve both principal and student performance.

HUSD Summary and Recommendation

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

GCO © EVALUATION OF PROFESSIONAL STAFF MEMBERS

The process and purpose of evaluation for certificated professional staff members is to result in improvement of the quality of instruction and the strengthening of the abilities of the professional staff.

Definition of Terms

In this policy:

- A. ***Certificated teacher*** means a person who holds a certificate from the State Board of Education to work in the schools of this state and who is employed under contract in a position that requires certification, except a psychologist or an administrator devoting less than at least fifty percent (50%) of ~~his~~ the person's time to classroom teaching.
- B. ***Inadequacy of classroom performance*** means the definition of inadequacy of classroom performance adopted by the Governing Board.
- C. ***Performance classifications*** means the four (4) performance classifications for teachers and principals ~~under the law and defined by the State Board of Education~~ adopted by the Governing Board.
- D. ***Qualified evaluator*** means a school principal or other person who is trained to evaluate teachers and who is designated by the Governing Board to evaluate certificated teachers.

Evaluation of Classroom Teachers and Other Certificated Non- administrative Staff Members

The District ~~evaluation instrument~~ teacher performance evaluation system ~~will~~ shall do the following:

- A. ~~Utilize the required elements of the model framework for a teacher and principal evaluation instrument adopted by the State Board of Education;~~ Be designed to improve teacher performance and improve student achievement;
- B. ~~Include quantitative data on student academic progress that accounts for between thirty three percent (33%) and fifty percent (50%) of the evaluation outcomes; the academic progress for all students, which shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes;~~
- C. Include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective;

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~~D. Meet the data requirements established by the State Board of Education to annually evaluate individual teachers and principals.~~

Performance classifications for teachers shall be the same four (4) performance classifications adopted by the State Board of Education. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. At least annually, the Governing Board will discuss at a public meeting, its aggregate performance classifications of principals and teachers.

The District will involve its certificated teachers in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

A. It will meet the requirements prescribed in statute and provide at least one (1) evaluation of each certificated teacher by a qualified evaluator each school year or as provided in Section I.

B. A copy of the evaluation system shall be given to each teacher in the District.

C. Specific training requirements for qualified evaluators, approved by the Board, will be included which may involve local or national educator training resources recommended by the Superintendent.

D. The Superintendent will recommend qualified evaluators to the Board prior to naming evaluators.

E. The Board will designate qualified evaluators.

F. Best practices for professional development and evaluator training adopted by the State Board of Education will be considered.

G. The system will include incentives for teachers in the highest performance classification.

H. The system will include a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

I. The District may use an alternative performance evaluation cycle subject to the following:

1. The Governing Board shall adopt policies for an expedited performance review during the years in which a teacher is not undergoing a formal performance evaluation. The expedited performance review policies may classify teacher performance in categories that include teamwork and support for lower-performing teachers.

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. The Governing Board shall allow only teachers who have been evaluated and designated in the highest performance classification for at least three (3) consecutive years by the same school to participate in the alternative performance evaluation cycle.

3. If an expedited performance review under this subsection determines that the teacher is not in the highest performance classification, the teacher shall be removed from the alternative performance evaluation cycle and be reviewed on the established evaluation system.

The Governing Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

Either the qualified evaluator or another Board designee shall confer with the teacher to make specific recommendations as to the areas of improvement in the teacher's performance and to provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

=====

The District teacher evaluation will address the following items (*to be inserted in this location BEFORE adoption by the Board*):

Item 1

The Board shall describe performance improvement plans for teachers designated in the lowest performance classification and dismissal or nonrenewal procedures pursuant to section 15-536 or 15-539 for teachers who continue to be designated in the lowest performance classification.

Item 2

The Board's dismissal or nonrenewal procedures shall require that the District issue the preliminary notice of inadequacy of classroom performance no later than the second consecutive year that the teacher is designated in one (1) of the two (2) lowest performance classifications unless the teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

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

Inadequacy of Classroom Performance

A teacher's classroom performance is inadequate if:

INSERT DISTRICT LANGUAGE HERE.

The Superintendent is authorized to issue preliminary notices of inadequacy of classroom performance prior to Governing Board approval. The Superintendent, in consultation with the principal or supervisor of the classroom teacher, will consider any mitigating circumstances before issuing such notices to a classroom teacher who is new to the profession or who was recently reassigned to a new grade level or content area. The Board will be notified within ten (10) school days of such issuance.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal. The teacher shall have the burden of proof in the appeal. The appeal shall go to the Superintendent.

Evaluation of Principals, other Administrators and Psychologists

The Board authorizes the Superintendent to establish a system for the evaluation of principals, other administrators, and certificated school psychologists. Advice will be sought from those to be evaluated in the development of the performance evaluation system for each of these employee classifications.

Evaluation of Principals

The Governing Board shall adopt policies that:

- A. are designed to improve principal performance and improve student achievement.
- B. include the use of quantitative data on the academic progress for all students, which shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes.
- C. include four (4) performance classifications, designated as highly effective, effective, developing and ineffective.
- D. describe both of the following:
 - 1. the methods used to evaluate the performance of principals, including the data used to measure student performance and job effectiveness.
 - 2. the formula used to determine evaluation outcomes.

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 evaluation system for the evaluation of the performance of principals may include the over-all instructional program, student progress, personnel, curriculum, and facilities. Principals will be given a review of evaluation procedures prior to beginning the process.

~~The evaluation system for principals may include the following:~~

- ~~A. Alignment of professional development opportunities to the principal evaluations.~~
- ~~B. Incentives for principals in one (1) of the two (2) highest performance classifications, which may include multiyear contracts and incentives to work at schools assigned a letter grade of "D" or "F."~~
- ~~C. Transfer and contract processes for principals designated in the lowest performance classification.~~

Subject to statutory limitations, the Board shall make available the evaluation and performance classification pursuant to A.R.S. 15-203 of each principal in the District to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

Evaluation of Other Administrators

The format for the evaluation system for other administrators (other than the Superintendent) will be developed under the leadership of the Superintendent, focusing on the responsibilities and outcomes which support the over-all instructional program and needs of the District. Evaluation procedures, timelines, and methods to be used for the communication of evaluation results will be reviewed with each employee prior to beginning the process.

Evaluation of Certificated School Psychologists

The evaluation system for certificated school psychologists shall include the following:

- A. Recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance warrants improvement.
- B. After transmittal of an assessment, a Board designee shall confer with the certificated school psychologist to make specific recommendations as to areas of improvement in performance.
- C. The Board designee shall provide assistance and opportunities for the certificated school psychologist to improve his performance and shall follow up after a reasonable period of time for the purpose of ascertaining that adequate performance is being demonstrated.

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

D. Appeal procedures for certificated school psychologists who disagree with the evaluation of their performance, if the evaluation is for use as criteria for establishing compensation or dismissal.

Contracts of Certificated Employees

The Governing Board may transmit and receive contracts of certificated employees in an electronic format and may accept electronic signatures on those contracts. The Superintendent will develop procedures for the implementation of this discretionary process.

The Governing Board may adopt requirements that require electronic signatures to be followed by original signatures within a specified time period.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-153

15-203

15-502

15-503

15-512

15-536

15-537

15-537.01

15-538

15-538.01

15-539 *et seq.*

15-544

15-549

15-918.02

15-977

A.A.C.

R7-2-605

CROSS REF.:

GBEB – Staff Conduct

GCB - Professional Staff Contracts and Compensation

GCF - Professional Staff Hiring

G CJ - Professional Staff Noncontinuing and Continuing Status

GCK - Professional Staff Assignments and Transfers

GCMF - Professional Staff Duties and Responsibilities

GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members

GDO - Evaluation of Support Staff Members

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. 660 (Cole Young)

Policy GDF - Support Staff Hiring

This policy allows for public schools and charters to share background investigations and employee discipline for violating district policy when considering the hiring of support staff.

HUSD Summary and Recommendation

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

GDF © SUPPORT STAFF HIRING

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

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

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

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

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that District and may be provided to any school district or other public school that is performing a background investigation.

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

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

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

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

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

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

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-3716

15-153

15-502

15-512

23-211

23-212

23-1361

38-201

38-481

41-1750

41-1756

CROSS REF.:

GDFA - Support Staff Qualifications and Requirements
(fingerprinting requirements)

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 661 (Cole Young)

**Policy GDFA - Support Staff Qualifications and Requirements
(Fingerprinting Requirements)**

Exhibit GDFA - E

This policy adds language that requires support staff employment candidates to disclose any charges or convictions that have been vacated, set aside, or expunged.

HUSD Summary and Recommendation

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

GDFA © SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

(Fingerprinting Requirements)

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

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

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

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

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

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

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

School Bus Drivers – An applicant shall submit an Identity Verified Fingerprint Card as described in A.R.S. 15-106 that the Department of Public Safety shall use to process the fingerprint clearance card as outlined in A.R.S. 15-106. A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.

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

Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.

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- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.
- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. 13-705.
- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.
- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.

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

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

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

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

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-705

15-106

15-512

15-534

23-1361

41-1750

CROSS REF.:

EEAEA - Bus Driver Requirements, Training, and Responsibilities

GDF - Support Staff Hiring

GDG - Part-Time and Substitute Support Staff Employment

JLIA - Supervision of Students

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. 662 (Dr. Rob Bueche)

Policy IHA – Basic Instructional Program Exhibit IHA-E

Addresses compliance with SB1318, where support is provided by the Arizona Department of Education for a dyslexia specialist. The provisions also require one K-3 teacher in each school is trained on indicators for dyslexia on or before July 1, 2021. Additionally, provisions also require schools to screen each student in grades K and 1 for dyslexia as part of the 45-day screening process.

HUSD Summary and Recommendation

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

IHA © BASIC INSTRUCTIONAL PROGRAM

The various instructional programs will be developed to maintain a balanced, integrated, and sequential curriculum that will serve the educational needs of all school-aged children in the District. The curriculum will be broad in scope and provide for a wide range in rate, readiness, and potential for learning.

The instructional program shall reflect the importance of language acquisition/reading-skill development as the basic element in each student's education. The first priority of the instructional program will be language acquisition through a planned sequence of reading skills and language experiences beginning in the kindergarten program. The improvement of specific reading skills of students should be continuous throughout their education. Each school educating students in kindergarten and grades one (1) through three (3) shall have a reading program as required by A.R.S. 15-704 and applicable State Board of Education rules.

The second priority of the instructional program will be mastery of the fundamentals of mathematics, beginning in the kindergarten program.

The instructional program will ensure that on or before July 1, 2021, at least one (1) kindergarten through third (K-3) grade teacher in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219 and A.R.S. 15-501.01 which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.

Attention to the above-listed priorities shall not result in neglect of other areas of the curriculum.

The instructional program will include planned sequences in:

- A. Language arts - reading, spelling, handwriting, English grammar, composition, literature, and study skills.
- B. Mathematics experiences.
- C. Social studies - history including Native American history, geography, civics, economics, world cultures, political science, and other social science disciplines.
- D. Science experiences.
- E. Fine and practical arts experience - art education, vocal and instrumental music, and vocational/business education.
- F. Technology skills.

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G. Health and safety education.

H. Physical education.

I. Foreign or Native American language.

The planned program for all students shall also include library instruction, individual study, guidance, other appropriate instructional activities, and all instruction required under state law and State Board of Education regulations.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-203

15-211

15-219

15-341

15-501.01

15-701

15-701.01

15-704

15-710

15-741.01

15-802

A.A.C.

R7-2-301 *et seq.*

CROSS REF.:

IJNDB - Use of Technology Resources in Instruction

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

Page 46 of 65

IHA-E ©

EXHIBIT

BASIC INSTRUCTIONAL PROGRAM

Reading

For students in kindergarten (K) and grades one (1) through three (3), the District shall:

- A. select and administer screening, ongoing diagnostic and classroom based instructional reading assessments, including motivational assessments, as defined by the State Board of Education;
- B. conduct a curriculum evaluation;
- C. adopt a scientifically based reading curriculum including the essentials of reading instruction;
- D. provide ongoing teacher training based on scientifically based reading research;
- E. devote reasonable amounts of time to explicit instruction and independent reading;
- F. provide intensive reading instruction as defined by the State Board of Education to each student who does not meet or exceed the Arizona standards; and
- G. review its reading program and take corrective action as specified by the State Board of Education whenever more than twenty percent (20%) of the third (3rd) grade students do not meet the Arizona standards;
- H. ensure that on or before July 1, 2021, at least one (1) kindergarten through third (K-3) grade teacher in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219 and A.R.S. 15-501.01 which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.
- I. ensure that, within forty-five (45) calendar days after the beginning of each school year or within forty-five (45) calendar days after a student enrollment occurs after the first (1st) day of school, every student who is enrolled in a kindergarten program or grade one in a public school in this state is screened for indicators of dyslexia, using the Department of Education (D.O.E.) dyslexia screening plan (the screening for indicators of dyslexia may be integrated with reading proficiency screenings as prescribed by the D.O.E.);
- J. provide notifications to parents of students who are identified as having indicators of dyslexia based on a screening for indicators; and
- K. ensure that screening for indicators of dyslexia includes phonological and phonemic awareness, rapid naming skills, correspondence between sounds and letters, nonsense word repetition, and sound symbol recognition.

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. 663 (Dr. Rob Bueche)

Policy IHAMD – Instruction and Training in Suicide Prevention

New policy in place that supports the establishment of ARS 15-119 and the requirement of school districts to offer suicide prevention training. Training information, including materials used, must be published on the school district's website and be updated annually.

HUSD Summary and Recommendation

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

IHAMD ©
INSTRUCTION AND TRAINING IN
SUICIDE PREVENTION

School districts shall provide training in suicide awareness and prevention for school guidance counselors, teachers, principals and other school personnel who work with pupils in grades six through twelve (6-12). Each person who is required to obtain training shall complete that training at least once every three (3) years. The training must include the following:

A. Training in suicide prevention.

B. Training to identify the warning signs of suicidal behavior in adolescents and teens.

C. Appropriate intervention and referral techniques.

The training prescribed above must use evidence-based training materials and may be provided within the framework of existing in-service training programs offered by the School District or as part of professional development activities.

School personnel, entities or any other persons are not civilly liable for any actions taken in good faith pursuant to this requirement except in cases of gross negligence, willful misconduct or intentional wrongdoing.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-119

15-341

15-701.01

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 664 (Dr. Rob Bueche)

Policy IKF – Graduation Requirements

Revises policy in ARS 15-701.01, requiring a half-credit of Economics which embeds financial literacy and personal financial management into the content of the course.

HUSD Summary and Recommendation

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

IKF © GRADUATION REQUIREMENTS

Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma.

Graduation requirements may be met as follows:

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

Graduation requirements as determined by the Arizona State Board of Education (R7-2-302.02) and the District Governing Board are as follows:

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

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

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

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

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

** Three (3) credits of science in preparation for proficiency at the high school level on a state required test.

*** Beginning in the 2016-2017 school year, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least sixty (60) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship And Immigration Services. The District school shall document on the pupil's transcript that the pupil has passed a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services.

**** The State Board requirement for economics is at least one-half (.5) of a course credit, which shall include financial literacy and personal financial management.

The Governing Board may determine the method and manner in which to administer a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. A pupil who does not obtain a passing score on the test that is identical to the civics portion of the naturalization test may retake the test until the pupil obtains a passing score.

Special Education

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

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

Pupils who receive special education shall not be required to achieve passing scores on the test that is identical to the civics portion of the naturalization test under section 15-701.01 in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on the test that is identical to the civics portion of the naturalization test under section 15-701.01 is specifically required in a specific academic area by the pupil's individualized education program as mutually agreed on by the pupil's parents and the pupil's individualized education program team or the pupil, if the pupil is at least eighteen (18) years of age.

Competency requirements. Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements.

State Seal of Biliteracy. The School District may voluntarily participate in the state seal of biliteracy program by notifying the Superintendent of Public Instruction of such intention. Schools will then identify the students who have met the requirements to be awarded the state seal of biliteracy, which shall be affixed to the diploma and noted on the transcript of each student who has met the requirements.

CPR Instruction and Training. School districts and charter schools shall provide public school pupils with one (1) or more training sessions in cardiopulmonary resuscitation, through the use of psychomotor skills in an age-appropriate manner, during high school.

~~(Note: CPR instruction and training is required to be provided no later than July 1, 2019.)~~

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-203

15-341

15-701.01

15-763

A.A.C.

R7-2-302.02

R7-2-302.03

CROSS REF.:

IGD - Curriculum Adoption

IGE - Curriculum Guides and Course Outlines

IHAMC - Instruction and Training in Cardiopulmonary Resuscitation

IHAMD – Instruction and Training in Suicide Prevention

IIE - Student Schedules and Course Loads

IKA - Grading/Assessment Systems

JFABC - Admission of Transfer Students

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. 665 (Dr. Rob Bueche)

Policy JICA – Student Dress Regulation JICA-R

Policy language has been updated for clarity.

HUSD Summary and Recommendation

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

JICA © STUDENT DRESS

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance except when their choices affect the educational program of the schools or the health and safety of others. This policy is intended to provide guidance for students, staff, and parents.

The Board authorizes the Superintendent to develop and enforce school regulations prohibiting pertaining to student dress or grooming practices that promote safety and a positive learning environment. Student dress shall not:

- A. Present a hazard to the health or safety of the student or to others in the school.
- B. Materially and substantially interfere with school work, create disorder, or disrupt the educational program.
- C. Cause excessive wear or damage to school property.
- D. ~~Prevent students from achieving their educational objectives.~~
- E. ~~Represent membership in a gang.~~ Include any type of clothing, accessories and/or jewelry that is worn with the intent to convey affiliation with a criminal street gang as defined in A.R.S. 13-105.

Discriminatory or O-bscene language or symbols, or symbols of sex, drugs, or alcohol on clothing are expressly prohibited.

Students may wear clothing, accessories and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories and jewelry that display messages or symbols are permitted.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-105

15-110

15-341

CROSS REF.:

JICEC - Freedom of Expression

JICF - Secret Societies/Gang Activity

JJJ - Extracurricular Activity Eligibility

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

JICA-R ©

REGULATION

STUDENT DRESS

The District encourages students to take pride in their attire as it relates to the school setting. Students should dress in a manner that, in addition to the following guidelines, takes into consideration the educational environment, safety, health, and welfare of self and others.

~~A. Only tailored shorts and skirts that are hemmed may be worn in grades kindergarten (K) through twelve (12). Students must wear a shirt with pants or skirt or the equivalent (dress, leggings, or shorts).~~

~~B. Bare midriffs, halter tops, and spaghetti straps are not acceptable past the third grade. Clothing must not be see-through and must cover a student's undergarments, chest and torso, when standing or sitting.~~

~~C. Bare feet are never acceptable. In the interests of student safety, Shoes must be worn at all times. Closed shoes are to be worn for any type of physical activity, such as physical education, et cetera.~~

~~D. Jewelry shall not be worn if it presents a safety hazard. to self and/or others.~~

~~E. Profane or defamatory writing on clothing or jewelry is not acceptable. Clothing, accessories and/or jewelry may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected classification.~~

~~F. No bandannas of any color, size, or shape may be carried or displayed in any classroom or at any school activity. This also includes simulations of anything representing "colors." Students may wear clothing, accessories and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories and jewelry that display messages or symbols are permitted.~~

~~G. Subject to the above, No hats, bandannas, other head coverings, or sunglasses may be worn in a classroom or school building, except for properly approved occupational safety headgear required for special classes or if authorized by a school administrator or authorized/prescribed by a medical professional.~~

~~H. Gang related personalization is not permitted on hats, on items of clothing, or on one's person.~~

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

HI. Obscene language or symbols, or symbols of drugs, sex, ~~or~~ alcohol, or weapons on clothing are expressly prohibited.

I. Students may not wear clothing, accessories and/or jewelry with images, symbols, slogans, words or phrases that are profane, discriminatory or defamatory or that is worn with the intent to convey affiliation with a criminal street gang as defined in A.R.S. 13-105.

J. Hats and sunglasses may be worn outside.

Exceptions for special activities or health considerations may be preapproved by the administrator.

Students who volunteer for extracurricular activities, such as athletics, band, chorus, et cetera, are subject to the standards of dress as defined by the sponsors of such activities.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 666 (Dr. Rob Bueche)

Policy JIH – Student Interrogations, Searches and Arrests

Policy changed to reflect statutory requirements around parental notification for each student suspected of crime, potentially serious threat, injury to employees, students, or others on school property. This updates the policy to be in compliance with Federal law.

HUSD Summary and Recommendation

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

JIH © STUDENT INTERROGATIONS, SEARCHES, AND ARRESTS

Interviews

School officials may question students regarding matters incident to school without limitation. The parent will be contacted if a student interviewed is then subject to discipline for a serious offense. A student may decline at any time to be interviewed by the School Resource Officer (SRO) or another peace officer.

When child abuse or abandonment of a student is alleged.

If a child protective services worker or peace officer enters the campus requesting to interview a student attending the school, the school administrator shall be notified. Access to interview shall be granted when the child to be interviewed is the subject of or is the sibling of or is living with the child who is the subject of an abuse or abandonment investigation. The personnel of the District shall cooperate with the investigating child protective services worker or peace officer. If a student is taken into temporary custody in accordance with A.R.S. 8-821, the child protective services worker or peace officer may be reminded to notify the student's parent of the custody, pursuant to A.R.S. 8-823. The child protective services worker or peace officer shall be requested to establish proper identification and complete and sign a "Form for Signature of Interviewing Officer." Six (6) hours following the relinquishment of custody by the school, school personnel may respond to inquiries about the temporary custody of the child and may, if considered necessary, call the parent.

*Abuse or abandonment is **not** alleged.*

No issue of student population safety is presented. If a peace officer enters the campus requesting to interview a student attending the school on an issue other than upon request of the school or for abuse or abandonment, the school administrator shall be notified. If the officer directs that parents are not to be contacted because the interview is related to criminal activity of the parent(s)/guardian, the school official shall comply with the request. Unless these circumstances exist, the parent will be contacted and will be asked if they wish the student to be interviewed. If the parent consents the parent will be requested to be present or to authorize the interview in their absence within the school day of the request. Where an attempt was made, and the parent(s) could not be reached or did not consent within the school day of the request, the peace officer will then be requested to contact the parent(s) and make arrangements to question the student at another time and place.

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

Safety of the student population is of concern. When a peace officer is present on the campus to interview students at the request of school authorities due to concerns for the safety of the students in the school population, parent contact shall only be made if a student is taken into custody or following the determination that the student may be subject to discipline for a serious offense. The SRO, present at the request of the school for the continued maintenance of safety and order, may interview students as necessary regarding school related issues as determined by school officials and parents will be contacted if the student is to be taken into custody or if the student is subject to discipline for a serious offense.

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property. All such reports shall be documented and communicated to the Superintendent who shall be responsible for reporting to local law enforcement. Conduct that is considered to be bullying, harassment or intimidation shall be addressed according to Policy JICK as required in A.R.S. 15-341(A)(36).

The District is to notify the parent or guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of federal law.

Searches

School officials have the right to search and seize property, including school property temporarily assigned to students, when there is reason to believe that some material or matter detrimental to health, safety, and welfare of the student(s) exists. Disrobing of a student is overly intrusive for purposes of most student searches and is improper without express concurrence from School District counsel.

Items provided by the District for storage (e.g., lockers, desks) or personal items are provided as a convenience to the student but remain the property of the school and are subject to its control and supervision. Students have no reasonable expectancy of privacy, and lockers, desks, storage areas, et cetera, may be inspected at any time with or without reason, or with or without notice, by school personnel.

Arrest

When a peace officer enters a campus providing a warrant or subpoena or expressing an intent to take a student into custody, the office staff shall request the peace officer establish proper identification, complete, and sign a form for signature of an arresting officer or interviewing officer. The school staff shall cooperate with the officer in locating the child within the school. School officials may respond to parental inquiries about the arrest or may, if necessary, explain the relinquishment of custody by the school and the location of the student, if known, upon contact by the parent.

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.

1-215

8-303

8-304

8-802

8-821

8-823

13-3881

13-3883

15-153

15-341

15-342

A.G.O.

I04-003

I77-211

I82-094

I88-062

I91-035

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 667 (Dr. Rob Bueche)

Policy JLCD – Medicines/ Administering Medicines to Students

Modified language regarding the emergency administration of medications to students based on action from Senate Bill 1026

HUSD Summary and Recommendation

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

**JLCD ©
MEDICINES / ADMINISTERING
MEDICINES TO STUDENTS**

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

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

In the case of a minor student, administration of medication shall only occur on the written request or authorization of a parent or legal guardian, except for an emergency administration pursuant to A.R.S. 15-157 (epinephrine) or A.R.S. 15-158 (Inhalers) or A.R.S. 15-341, subsection A, paragraph 43, (naloxone hydrochloride/any other opioid antagonist).

School district, charter schools and employees of school districts and charter schools are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to the statute.

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

The Governing Board recognizes that the prescribed annual training is optional during any fiscal year in which a school does not stock epinephrine auto-injectors at the school during that fiscal year.

A school district or charter school may accept monetary donations for or apply for grants for the purchase of epinephrine auto-injectors or may participate in third-party programs to obtain epinephrine auto-injectors at fair market, free or reduced prices.

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

Exceptions:

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

B. For breathing disorders, handheld inhaler devices may be carried for self-administration provided the pupil's name is on the prescription label, on the medication container, or on the handheld inhaler device and annual written documentation from the pupil's parent or guardian is provided that authorizes possession and self-administration.

C. Students with diabetes who have a diabetes medical management plan provided by the student's parent or guardian, signed by a licensed health professional or nurse practitioner as specified by A.R.S. 15-344.01, may carry appropriate medications and monitoring equipment and self-administer the medication.

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

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

The Governing Board directs the Superintendent to prescribe and enforce regulations and procedures for the emergency administration of naloxone hydrochloride or any other opioid antagonist approved by the United States Food and Drug Administration by an employee of a school district pursuant to Section 36-2267, Administration of opioid antagonist; exemption from civil liability; definition, which, in part states the following:

A. A person may administer an opioid antagonist that is prescribed or dispensed pursuant to section 32-1979 or 36-2266 in accordance with the protocol specified by the physician, nurse practitioner, pharmacist or other health professional to a person who is experiencing an opioid-related overdose.

B. A person who in good faith and without compensation administers an opioid antagonist to a person who is experiencing an opioid-related overdose is not liable for any civil or other damages as the result of any act or omission by the person rendering the care or as the result of any act or failure to act to arrange for further medical treatment or care for the person experiencing the overdose, unless the person while rendering the care acts with gross negligence, willful misconduct or intentional wrongdoing.

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

Page 59 of 65

C. "Person" includes an employee of a school district or charter school who is acting in the person's official capacity.

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-157

15-158

15-203

15-341

15-344

15-344.01

32-1601

32-1901

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 668 (Dr. Rob Bueche)

Policy JLDAC – Screening/Testing of Students (Vision Screening for Children)

Reflects a new statute, ARS 36-899-10, which provides for the Department of Health Services to provide vision training and support to those doing screenings, including materials necessary to conduct screenings, compile screening data, and adopt procedures for vision screening processes.

HUSD Summary and Recommendation

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

JLDAC ©
SCREENING / TESTING
OF STUDENTS

(Vision Screening of Children)

It is statutorily required that each school shall provide vision screening services as follows:

- A. To students upon initial entry to school and not more than two (2) additional grade levels as prescribed by the Department of Health Services by rule.
- B. At the school's discretion, the school may provide vision screening services to students who are in grade levels that are not prescribed by rule.
- C. To students who are being considered for special education services and have not been screened in the last year.
- D. To students for whom a teacher has requested a screening and who have not been screened in the last year.
- E. To students who are not reading at grade level by the third (3rd) grade pursuant to the state assessment required in A.R.S. 15-741.

Screening guidelines include the following:

- A. A school nurse, a volunteer or other school personnel who have undergone training developed or approved by the department shall administer the vision screenings except that those individuals who are trained to administer vision screenings before the effective date are not required to retrain.
- B. A vision screening conducted pursuant to this statute does not satisfy a requirement for a medical professional to complete a vision screening of a child according to established guidelines for pediatric care.
- C. The School District Governing Board shall provide the vision screening results to the parent or guardian of each student who did not pass the vision screening within forty-five (45) days after the vision screening and shall comply with all applicable privacy laws. The results shall identify that the student did not pass the vision screening and the need for a comprehensive eye and vision examination.
- D. The results shall state that a vision screening is not equivalent to a comprehensive eye and vision examination.

Other requirements:

- A. A school district governing board providing vision screening services shall provide to the department annual data submissions in a department-approved format that complies with student privacy laws.

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

B. A student is not required to submit to any vision screening if a parent or guardian of the student objects and submits a statement of the objection to the school for any reason including that the student received a comprehensive eye and vision examination in the last year or if the student has a current diagnosis of permanent vision loss.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

36-899.10

CROSS REF.:

JL - Student Wellness

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

Page 62 of 65

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 669 (Patty Bitsilly)

Policy JLF – Reporting Child Abuse/Child Protection

This addresses the duty to report child abuse for a supervisor. This is a revision of A.R.S. 13-3620 by HB2008, which states that if the supervisory or administrator reasonably believes that the report has been made by a person who is required to report, then the supervisor/administrator is not required to report.

HUSD Summary and Recommendation

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

JLF ©
REPORTING CHILD ABUSE /
CHILD PROTECTION

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Department of Child Safety (DCS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately either electronically or by telephone.

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will *require the person making the report (reporting source) to provide contact information*. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All *emergency situations* where a child faces an immediate risk of abuse or neglect that could result in serious harm *must* still be reported by calling 911 or 1-888-SOS-CHILD (1-888-767-2445). If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

Any concerns for the safety of a child due to abuse, neglect or abandonment, *must be reported*, by:

Calling 1-888-SOS-CHILD (1-888-767-2445),

TDD: 602-530-1831 (1-800-530-1831), or

Submitting *non-emergency* concerns via the Online Reporting Service for Mandated Reporters at https://www.azdes.gov/dcyf/cps/mandated_reporters/ (effective November 2013).

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

Page 63 of 65

Pursuant to A.R.S. 13-3620, such reports shall contain, if known:

- A. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- B. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- C. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any person who is employed as the immediate or next higher-level supervisor to or administrator of a person who is statutorily required to report is not required to report if the supervisor or administrator reasonably believes that the report has been made by the person who is required to report.

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

Any school employee who has orally reported to DCS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

8-201

13-1404 *et seq.*

13-1410

13-3019

13-3212

13-3506

13-3506.01

13-3552

13-3553

13-3608

13-3619

13-3620

13-3623

15-514

46-451

46-454

CROSS REF.:

GBEB - Staff Conduct

GBEBB - Staff Conduct With Students

JKA - Corporal Punishment

POLICY SERVICES

ADVISORY

Volume 31, Number 2

August 2019

| | |
|---|---|
| Policy Advisory No. 651 | Policy BEDH — Public Participation at Board Meetings |
| Policy Advisory No. 652 | Policy DJE — Bidding/Purchasing Procedures |
| Policy Advisory No. 653 | Policy GBEA — Staff Ethics |
| Policy Advisory No. 654 | Policy GBEB — Staff Conduct Regulation GBEB-R |
| Policy Advisory No. 655 <u>NEW</u> | Policy GBEFA — Staff Use of Digital Wireless Communications or Electronic Devices While Operating a Motor Vehicle |
| Policy Advisory No. 656 | Policy GBI — Staff Participation in Political Activities |
| Policy Advisory No. 657 | Policy GCF — Professional Staff Hiring |
| Policy Advisory No. 658 | Policy GCFC — Professional Staff Certification and Credentialing Requirements (Fingerprinting Requirements) Exhibit GCFC-E |
| Policy Advisory No. 659 | Policy GCO — Evaluation of Professional Staff Members |
| Policy Advisory No. 660 | Policy GDF — Support Staff Hiring |
| Policy Advisory No. 661 | Policy GDFA — Support Staff Qualifications and Requirements (Fingerprinting Requirements) Exhibit GDFA-E |
| Policy Advisory No. 662 | Policy IHA— Basic Instructional Program Exhibit IHA-E |
| Policy Advisory No. 663 <u>NEW</u> | Policy IHAMD— Instruction and Training in Suicide Prevention |

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

Page 1 of 65

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|---|--|
| Policy Advisory No. 664 | Policy IKF— Graduation Requirements |
| Policy Advisory No. 665 | Policy JICA — Student Dress Regulation JICA-R |
| Policy Advisory No. 666 | Policy JIH — Student Interrogations, Searches and Arrests |
| Policy Advisory No. 667 | Policy JLCD — Medicines/Administering Medicines to Students |
| Policy Advisory No. 668 <u>NEW</u> | Policy JLDAC — Screening/Testing of Students (Vision Screening for Children) |
| Policy Advisory No. 669 | Policy JLF — Reporting Child Abuse/Child Protection |

POLICY MANUAL UPDATES

Add cross reference “IHAMD — Instruction and Training in Suicide Prevention,” to Policy GCH, Professional/Support Staff Orientation and Training and Policy GCI, Professional Staff Development.

Add cross reference “GBEFA — Staff Use of Digital Wireless Communications or Electronic Devices While Operating a Motor Vehicle,” to Policy EEAE, Bus Safety Program; EEAEA, Bus Driver Requirements, Training and Responsibilities; EEAG, Student Transportation in Private Vehicles; and EEB, Business and Personnel Transportation Services.

Add legal reference A.R.S. 15-153 to Policy GCH, Professional/Support Staff Orientation and Training; GCMF, Professional Staff Duties and Responsibilities; GCQF, Discipline, Suspension, and Dismissal of Professional Staff Members; and GDQD, Discipline, Suspension, and Dismissal of Support Staff Members.

Delete the following note in Policy IHAMC, Instruction and Training in Cardiopulmonary Resuscitation: (~~Note: CPR instruction and training is required to be provided no later than July 1, 2019.~~)

Delete legal references A.R.S. 41-1347 and 41-1351 in Policy BEDG.

Policy CK, Administrative Consultants – delete the word “consultive.”

Policy JFB, add cross reference “JFABDA - Admission of Students in Foster Care.”

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

POLICY ADVISORY DISCUSSION

The following policy advisories are primarily the result of actions taken by the 54th Legislature, First Regular Session which convened in January 2019 and adjourned sine die on May 28, 2019. The General Effective Date of these bills, unless passed as emergency legislation, is August 27, 2019.

Policy Advisory No 651

Policy BEDH — Public Participation at Board Meetings

Policy BEDH, Public Participation at Board Meetings, has been revised to delete unnecessary language which may be misconstrued to allow content restrictions on speech during public participation.

Delete the following language: Presenters are cautioned that statements or representations concerning others that convey an unjustly unfavorable impression may subject the presenter to civil action for defamation.

Policy Advisory No 652

Policy DJE — Bidding/Purchasing Procedures

The Arizona Auditor General's office and the Arizona Department of Education have updated the Uniform System of Financial Records (USFR) manual as follows:

Revised the Audit Requirements and Expenditures sections to remove the requirement for districts to obtain 3 oral quotes. Instead, districts should obtain written price quotes from at least 3 vendors for purchases costing at least \$10,000 and less than \$100,000. Districts may need to revise their purchasing policies to adjust for this change. When evaluating your district policies, consider what level of documentation your district would require to support written quotes, such as district written quote form, vendor formal quote document, email from a vendor email address, vendor catalog pages, website screenshots, or website shopping cart printouts that include the date and the items to be purchased. Based on your district policy, the required documentation should be maintained in the procurement file or with the vendor invoice. This change is effective on July 1, 2019.

Policy DJE has been updated to include the appropriate wording.

Policy Advisory No 653

Policy GBEA — Staff Ethics

Language has been altered in Policy GBEA to provide additional clarity pertaining to limitations on staff promoting beliefs/views in political, sectarian/religious, and personal areas of concern.

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 654

**Policy GBEB — Staff Conduct
Regulation GBEB-R**

HB2119 school safety; reporting has enacted a new law, ARS 15-153, Crime reporting; policies and procedures; notification; discipline, which is applicable to school districts and charter schools. This law affects employees in the requirements for reporting serious offenses as defined in this statute.

Each school district or charter school shall post the policies and procedures pertaining to the above on its website. If the school district or charter school maintains an online Manual/Handbook of policies and procedures, the school district or charter school may post a link to that manual with a reference to the appropriate policies and procedures.

Schools which are not in compliance by January 21, 2020, may be negatively impacted by not being eligible to apply for specific School Safety Program Grants, pursuant to A.R.S. 15-153.

NEW Policy Advisory No 655

**Policy GBEFA — Staff Use of Digital Wireless
Communications or Electronic Devices
While Operating a Motor Vehicle**

House Bill 2318 added statute A.R.S. 28-914, Use of portable wireless communication device while driving; prohibition; civil penalty; state preemption; definitions, which addresses the use of digital portable wireless communications devices and stand-alone electronic devices while operating a motor vehicle. This policy essentially replicates the salient portions of Arizona law and its limitations for school districts and charter schools.

Policy Advisory No 656

**Policy GBI — Staff Participation in
Political Activities**

Language has been altered for clarity in Policy GBI to add a phrase of description and to eliminate this portion of paragraph A: Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.

Policy Advisory No 657

Policy GCF — Professional Staff Hiring

House Bill 2119 has modified A.R.S. 15-512 pertaining to fingerprinting employees to provide that public entities, including school districts and charter schools may share the results of background investigations, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies pursuant to A.R.S. 15-153, Crime reporting; policies and procedures; notification; discipline with other public entities.

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 658

**Policy GCFC — Professional Staff Certification
and Credentialing Requirements
(Fingerprinting Requirements)
Exhibit GCFC-E**

Senate Bill 1180 has modified A.R.S. 15-512, pertaining to fingerprinting employees, to include additional information requiring employment candidates to certify on the prescribed notarized forms pertaining to fingerprint requirements whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the listed criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged.

Policy Advisory No 659

**Policy GCO — Evaluation of Professional
Staff Members**

SB1071 has altered the requirements of Policy GCO by adding A.R.S. 15-189.06, Charter schools; teacher performance evaluation systems; principal evaluation policies as a new statute pertaining to charter schools.

Additionally, SB 1071 has amended A.R.S. 15-203 dealing with powers and duties of the State Board of Education. Modifications have been added to both A.R.S. 15-341(A)(41)(a)(b)(c)(d)(i)(ii) with major changes to principal evaluations, and A.R.S. 15-537 pertaining to teacher evaluations.

Policy Advisory No 660

Policy GDF — Support Staff Hiring

Refer to the discussion under Policy GCF, Professional Staff Hiring.

Policy Advisory No 661

**Policy GDFA — Support Staff Qualifications and
Requirements (Fingerprinting Requirements)
Exhibit GDFA-E**

Refer to the discussion under Policy GCFC, Professional Staff Certification and Credentialing Requirements (Fingerprinting Requirements).

Policy Advisory No 662

**Policy IHA— Basic Instructional Program
Exhibit IHA-E**

SB1318 addresses the requirement of the Department of Education to designate a dyslexia specialist for the Department to provide school districts and charter schools with support and resources necessary to assist students with dyslexia.

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 statute (A.R.S. 15-211, K-3 reading program; dyslexia specialist; dyslexia training; receipt and use of monies; additional funding; report; program termination) also requires school districts and charter schools to ensure that on or before July 1, 2021, at least one kindergarten through third grade teacher in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219, Dyslexia and reading impairment screening, and A.R.S. 15-501.01, Requirements for teachers.

NEW Policy Advisory No 663

Policy IHAMD— Instruction and Training in Suicide Prevention

The Arizona Legislature adopted Senate Bill 1468, adding A.R.S. 15-119, Suicide prevention training; approved materials; posting; immunity; spending classification, to address the necessity of suicide prevention training. This new policy replicates the major thrust of this new statute and must be implemented beginning in the 2020-2021 school year.

On or before July 1, 2020, the Arizona Health Care Cost Containment System administration shall make available suicide prevention training that complies with the statutory requirements and post this training information on the administration's website. This information shall include a list of approved materials that schools may use to provide the training prescribed above. These materials shall be annually updated.

Policy Advisory No 664

Policy IKF — Graduation Requirements

SB1184 has revised A.R.S. 15-701.01, High schools; graduation; requirements; community college or university courses; transfer from other schools; academic credit, which states that the State Board shall require at least one-half of a course credit in economics, which shall include financial literacy and personal financial management.

Policy Advisory No 665

Policy JICA — Student Dress Regulation JICA-R

This policy and regulation have been updated for clarity.

Policy Advisory No 666

Policy JIH — Student Interrogations, Searches, Arrests

House Bill 2119 requires in A.R.S. 15-153, Crime reporting; policies and procedures; notification; discipline, that the school district or charter school is to notify the parent or guardian of each student who is involved in a suspected crime or any conduct that is described in the statute (potentially serious threat, injury, to employees, students, or others on school property) subject to the requirements of federal law.

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

Policy Advisory No 667

**Policy JLCD — Medicines/Administering
Medicines to Students**

Senate Bill 1026 adds modified language to the emergency administration of medications which has been placed in the policy.

NEW Policy Advisory No 668

**Policy JLDAC — Screening/Testing of Students
(Vision Screening for Children)**

SB 1456 enacted a new statute, A.R.S. 36-899.10, Vision screening; administration; rules; notification; definitions, as an addition in Title 36, Public Health and Safety. A new policy has been developed, JLDAC, Screening/Testing of Students (Vision Screening for Children) to present the required information for districts and charter schools to consider for adoption.

The Department of Health Services may develop and provide vision screening training to screeners, provide schools with materials necessary for conducting vision screenings, compile school vision screening data, and develop and adopt rules applicable to the vision screening requirements.

Policy Advisory No 669

**Policy JLF — Reporting Child Abuse/
Child Protection**

HB2008 has revised A.R.S. 13-3620 pertaining to the duty to report child abuse by a supervisor, stating that if the supervisor or administrator reasonably believes that the report has been made by a person who is required to report, then the supervisor or administrator is not required to report.

=====

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/Staff Attorney. Our e-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddcabooter@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 9F.

Policy Update Recommended by Meet and Confer

(First Reading – Policy GCBA)

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | |
|------------|--|------------|
| TO: | Humboldt Unified School District Governing Board | Item # 9 F |
| FROM: | Cole Young, Assistant Superintendent | Reading |
| DATE: | September 10, 2019 | Discuss X |
| SUBJECT: | Policy Update As Recommended by Meet and Confer - First Reading - GCBA Professional Staff Salary Schedules | Action |
| | | Consent |
| <hr/> | | |
| OBJECTIVE: | Board Governance | |

SUPPORTING DATA:

The 2018-2019 Meet and Confer Committee has approved the following changes as recommendations from the Meet and Confer Sub Committee to the HUSD Board for approval for Policy GCBA - Professional Staff Salary Schedules.

GCBA - Professional Staff Salary Schedules

Policy GCBA outlines the process of certificated staff and their initial salary placement within the District. The premise for the change in policy is based on the transition from a traditional salary schedule to a stepless compensation system. This process was discussed with Meet and Confer and reviewed and developed through a subcommittee who presented its findings for approval by Meet and Confer and voted to ratify with the HUSD Governing Board.

The stepless compensation system eliminates the traditional 'steps' on a scale; however, provides for percentage increases or 'raises' based in annual budgetary legislative funding. There is no 'top of the scale' for experienced staff, and educational experience is still honored.

Initial placement of a newly hired employee would still be based on experience, education and any unique qualifications the candidate may possess. This would be determined using a salary determination chart. Continuing staff's salary would be based on the prior year's salary amount with the addition of Governing Board Approved percentage increases.

The transition to a stepless compensation system provides for long-range benefits to all staff. When looking at percentage increases without the confines of a 'step' make 'raises' more realistic and aligned to the legislative funding initiatives. Therefore, forecasting and budgeting for percentage increases becomes a process that allows for raises without the notion of a 'freeze,' nor an expectation of experience being commensurate with a 'step.'

SUMMARY & RECOMMENDATION

The administration recommends the policy changes based on the subcommittee revisions and Meet and Confer's approval. The changes made to GCBA - Professional Staff Salary Schedule have been reviewed and approved by legal counsel.

Sample Motion:

First Read - No Motion

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

GCBA

PROFESSIONAL STAFF

SALARY SCHEDULES

(STEPLESS COMPENSATION SYSTEM)

Administrators

The Board will enter into an individual contract with each member of the administrative staff commensurate with the requirements of the position. This contract shall describe the general services to be rendered by the employee in return for financial and other considerations. Additionally, the employee's job description, detailing the more specific performance responsibilities of the contracted position and the mode of evaluating performance, shall be incorporated into the contract by reference. All terms and conditions of contracts with administrative staff members are to conform with the requirements of the Arizona Revised Statutes.

Other Certificated Personnel

The Stepless Compensation System salary schedule pertains to all personnel holding provisional, basic, or standard certificates at the elementary or secondary levels and other designated staff. All others fall on their appropriate Governing Board compensation schedule.

Initial placement on the Stepless Compensation System is based upon the Governing Board's annual approval of the experience, education and supplemental factors within the Stepless Compensation System and administered by Human Resources. For newly hired, critical, and difficult to fill certificated personnel, the Superintendent may waive this provision in certain circumstances.

Credit for Previous Experience

Previous verified experience recognized for the purpose of initial salary placement ~~on the salary schedule~~ is defined as any previous full-time certificated teaching assignment. For a teacher to receive credit for previous teaching experience, the teacher must furnish the office of the Superintendent full information concerning the previous teaching records. When the experience has been verified, credit will be given by the District. ~~Further, it is District policy to allow only experience accumulated during the past ten (10) years.~~

The Superintendent reserves the right to place new staff members on the Stepless Compensation System. Normally, a maximum of five (5) years of full-time experience in other schools where certification has been required will be recognized. Partial years will not be counted, nor will substitute teaching experience entitle a teacher to an advanced salary. If, during a teaching year the teaching experience is interrupted by a leave of absence due to maternity reasons, sickness, or personal problems, and the total absences exceed one (1) semester, that will be considered a partial year, and will not be recognized in initial salary placement.

~~Initial Horizontal Placement on Salary Schedule. At the time of employment, a new certificated employee who will be placed on the certificated, nurse, or psychologist salary schedule will receive credit for advanced degrees earned at accredited institutions as established by the Arizona Department of Education. Further, credit will also be given only for graduate level courses earned since the last degree, whether BA or MA.~~

Continued Advancement on Stepless Compensation System

Salary Schedule

In addition to potential Governing Board approved compensation increases each fiscal year, Professional Growth credits allow for certificated staff members to increase their base compensation at a per credit rate established by the Governing Board.

~~After initial placement, vertical and horizontal advancement on the salary schedule will be in accordance with the salary schedule currently in effect. When approved by the Governing Board vertical advancement is normally limited to one (1) step per year, and horizontal advancement is limited to two (2) columns per year.~~

~~Bachelor's plus (BA+) credits apply only after the Bachelor degree is awarded. Master's plus credits apply only after the Master's degree (MA) is awarded. When an employee earns a Master's degree, the employee will be placed on the MA/Grade 4 column the following school year, provided appropriate documentation is submitted no later than September 1 of the current school year for salary advancement to be moved. If the employee who earns a Master's is already on a BA+52/Grade 5 or higher column, that employee will remain in that current grade, but be permanently moved to the Master's row in the same column for the year after the Master's is awarded. In subsequent years, as the employee on the Master's grade row earns additional credit for horizontal movement, the employee will continue to move through the MA grades steps available on the stepless compensation system salary schedule.~~

Reasons for denial of vertical compensation increases advancement on the salary schedule Stepless Compensation System include but are not limited to:

- Lack of adequate disciplinary control.
- Insufficient effort and time given to assigned duties or failure to engage in —a reasonable amount of extracurricular activity.
- Lack of cooperation with the administration in carrying out adopted policies of the school.
- Unprofessional conduct.

After being employed, the employee may receive additional compensation move horizontally grades on the Stepless Compensation System on the salary schedule by completing graduate level university

courses that are directly related to their subject specialization or are a clear benefit to the District. The employee may also be awarded up to twenty-four (24) ~~salary schedule semester credit hours for District~~ and additional compensation. ~~undergraduate work, for advancement within the on the Stepless Compensation System District Salary Schedule for approved courses, workshops, and other projects approved by the District. Undergraduate courses and/or workshops that are directly related to the employee's subject specialization, or that are required to maintain an existing Arizona certification, or are required to obtain a new Arizona certification of benefit to the district are eligible for credit. For workshops and similar activities, fifteen (15) seat hours equals one (1) semester hour equivalent. Excluded are District in-service programs and other in-District meetings conducted during the work day. Additionally, the following courses/workshops are eligible for credit:~~

- ~~Undergraduate Computer Courses~~
- ~~Undergraduate Foreign Language Courses~~
- ~~Undergraduate Sign Language Courses~~
- ~~District Created Professional Development Workshops~~

Prior approval is required for all additional professional development activities. Professional development activities must be approved in advance by submitting a Staff Development Request to the employee's administrator/supervisor. The activity must be approved by the employee's supervisor and the Superintendent or designee prior to the start of the activity.

Reimbursement

Participants in professional advancement activities may not receive double reimbursement by the allowance of credit on the Stepless Salary Schedule and cash payment for time involved. Participants must declare which option they elect, if a choice is given, at the commencement of the activity.

In order ~~To be able~~ to be compensated for approved educational credit ~~move horizontally on the salary schedule~~ in a contract year, the employee must notify the District office of their intent to move in the spring of the prior year. Courses and workshops must be completed and evidence of the completed credit must be provided to the Superintendent or designee by September 1 of the current year. ~~to be moved to the new step(s)~~. Failure to do so will preclude the approval of additional compensation ~~horizontal grade movement for that school year, but subsequent years will include the horizontal grade movement.~~

Request required by September 1st. A certificated employee requesting compensation for professional growth must submit a District form and official transcripts supporting the request to the human resources office by September 1st of the school year for which additional compensation is requested. The original form and transcripts will be retained in the human resources office as part of the teacher's record.

Grade received in a course. To be acceptable, the grade received in any course referred to in the paragraphs above must be a C or above.

Credits in semester hours. All credits must be in semester hours. If quarter hours are presented, the conversion will be one quarter hour equals two-thirds (2/3rd) of a semester hour. Fifteen (15) hours of

classroom contact plus appropriate outside study project development constitutes the requirements per credit hour.

Other Contract Provisions

A District teacher who voluntarily resigns in good standing and is re-employed within one (1) year (twelve [12] months) may be awarded a base salary not to exceed the midpoint between the previous base salary and the allowable salary for a new employee, whichever is greater. No previous benefits, considerations, or status other than those accorded to new employees will carry over to the reemployment.

Any person who does not work the full contractual term ~~as set up by salary schedule~~ shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

If a teacher returns to work after retirement and is currently receiving benefits from the Arizona State Retirement System, the teacher's employment is not subject to renewal, nor is the teacher entitled to a hearing or other protections under A.R.S. 15-538 through 15-543 and is subject to the terms of A.R.S. 38-766.01.

Days intended for participation in professional association activities are not to be compensated under an employee's contract or other employment agreements. For the purpose of this policy, *professional association activities* for which compensation is not available do not include in-service training in the certificated employee's assigned area of employment.

For new hires filling critical and difficult-to-fill certificated personnel positions and for existing professional staff members selected to fill critical and difficult-to-fill positions, differentials above the stated Stepless Compensation System ~~schedules~~ may be authorized by the Superintendent.

Substitutes

Pay for substitute teaching will be established by the Board.

Adopted: April 11, 2017

LEGAL REF.:

A.R.S.

15-502

15-504

15-941

CROSS REF.:

GCCE - Professional/Support Staff Conferences/Visitations/Workshops

GCO-RB - Evaluation of Professional Staff Members

ACTION

Item 10A.

Yavapai Library Network Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

| | | | |
|------------|--|---------|------|
| TO: | Humboldt Unified School District Governing Board | Item # | 10 A |
| FROM: | Cole Young, Assistant Superintendent | Reading | |
| DATE: | September 10, 2019 | Discuss | |
| SUBJECT: | Yavapai Library Network - Library Support Agreement | Action | X |
| | | Consent | |
| OBJECTIVE: | Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs | | |

SUPPORTING DATA:

The agreement before you forms a partnership with the Yavapai Library Network (The District) and the Humboldt Unified School District with Bradshaw Mountain High School acting as the 'Member Library' in providing and sharing library services to be accessed by residents throughout Yavapai County from July 1, 2019 through June 30, 2020. Because this agreement is with Humboldt Unified, it allows for our other schools within the district to become 'Members' when appropriate. This agreement then automatically renews for one-year terms up to a maximum of five one-year terms. Termination of this agreement at any time is allowable with 90-day prior written notice.

In order to both benefit from and provide this library service throughout the county, there is a fee to take part in the Yavapai Library Network (YLN) of approximately \$2,100 with a built in 10% budget forecast increase for the following year's participation. This amount is directly associated with the Yavapai Library Network's ability to operate and provide services to patrons throughout the county. Our monetary proportion is determined by a formula taking into consideration the YLN's Capital Assessment / Annual Project Assessment / Total Annual Assessment / Overall Assessment Proportions and the ratios associated with Individual Library Assessments. Each member library is then evaluated, "according to a combination or proportions (weights) and ratios that reflect their size and activity... relative to other members of the Network." This fee calculation provides for an equitable proportional dollar amount based in library member performance and access. Simply put, the YLN Steering Committee in conjunction with Member Library usage determines the annual contribution amount.

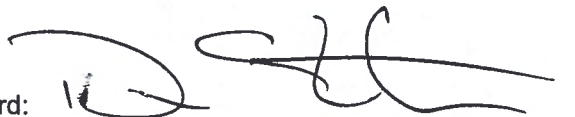
SUMMARY & RECOMMENDATION:

This agreement has been vetted and approved by HUSD legal council. The cost associated with this membership will be funded by the Maintenance and Operation budget for the 2019-2020 school year.

Sample Motion:

I move to approve the Library Support Agreement with the Yavapai Library Network 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

**AGREEMENT FOR LIBRARY SUPPORT SERVICES
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK
BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT AND**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this "Agreement") is made and entered into July 1, 2019, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as "DISTRICT"), and _____, a(n) Arizona corporation/political subdivision of the State of Arizona (hereinafter referred to as "MEMBER LIBRARY"). DISTRICT and MEMBER LIBRARY may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

WHEREAS, DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

WHEREAS, DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

WHEREAS, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as "YLN"); and,

WHEREAS, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

WHEREAS, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN; and,

WHEREAS, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

WHEREAS, MEMBER LIBRARY is classified as a(n):

- ☐ PUBLIC LIBRARY, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;

☐ SCHOOL LIBRARY, which is a library that only serves K-12 students, faculty, and staff that attend the school or are part of the school district where the library is located. A School Library is not open to the general public;

☐ ACADEMIC LIBRARY, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or

☐ SPECIAL LIBRARY, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

1. Term of Agreement. The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.

2. Termination.

2.1. Termination for Convenience/Without Cause. The Parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other Party specifying the termination date.

2.2. Termination for Breach. In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.

2.3. Residual Obligations. Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

2.4. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

3. DISTRICT Duties and Obligations for Library Support Services. DISTRICT hereby agrees to:

- 3.1. Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
- 3.2. Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
- 3.3. Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
- 3.4. Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
- 3.5. Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to allow MEMBER LIBRARY to readily access the resources of the YLN.
- 3.6. Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
- 3.7. Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
- 3.8. Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
- 3.9. Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deems necessary.
- 3.10. Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.
- 3.11. Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
- 3.12. Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.

- 3.13. Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's Membership Fee no later than March 15 each year in accordance with the methodology in the "MEMBERSHIP FEE" document attached hereto as Exhibit A.
- 3.14. Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than one (1) year prior to the effective date of any such determination.
- 3.15. Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the "REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY" document attached hereto as Exhibit B.
4. **MEMBER LIBRARY Duties and Obligations for Library Support Services.** MEMBER LIBRARY hereby agrees to:
- 4.1. Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality and compatibility for MEMBER LIBRARY.
- 4.2. And understands that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.
- 4.3. Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.
- 4.4. Purchase, operate, and maintain, at MEMBER LIBRARY's sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.
- 4.5. Provide, at MEMBER LIBRARY's sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY's needs and any requirements established by DISTRICT or YLN.
- 4.6. Pay all fees and charges pursuant to this Agreement no later than 30 days following receipt of an invoice for said fees or charges.
- 4.7. Clearly check the appropriate box below indicating whether MEMBER LIBRARY is an Affiliate Library of DISTRICT pursuant to A.R.S. § 11-903(A) (hereinafter referred to as "Affiliate Library"):
- ☐ MEMBER LIBRARY is an Affiliate Library.
- ☐ MEMBER LIBRARY is NOT an Affiliate Library.

4.7.1. If MEMBER LIBRARY is an Affiliate Library, then MEMBER LIBRARY agrees to the following additional duties and obligations as an Affiliate Library as follows:

4.7.1.1 Affiliate Library shall provide equal access to use an Affiliate Library's facilities and services, including core services such as borrowing privileges and computer use, if available, free of charge, to all the residents of Yavapai County.

4.7.1.2 DISTRICT and Affiliate Library shall cooperate in planning and implementing resource sharing activities acceptable to DISTRICT and Affiliate Library. Shared resources shall be free to Yavapai County residents, except if there are inter-library loans or materials from a lending library that is not a member of the YLN. If the lending library is not a member of the YLN, then postage recovery costs for library materials sent to and from the library that is not a member of the YLN may be passed on to the user up to a total cost of \$6.00 per item or transaction.

4.7.1.3 DISTRICT acknowledges that the services to be performed by the Affiliate Library have a value to the residents of Yavapai County and that if Affiliate Library did not perform library services for its community, then DISTRICT may have to bear the costs of providing library services to residents benefitting from the Affiliate Library.

4.7.1.4 Affiliate Library may be eligible for a distribution of funds from DISTRICT according to the formula as set forth in "ANNUAL CONTRIBUTIONS TO AFFILIATE LIBRARY" attached hereto as Exhibit C.

4.7.1.4.1 Affiliate Library agrees and acknowledges that DISTRICT, in its sole discretion, may or may not allocate funds for an annual contribution, and that if funds are allocated for an annual contribution, the amounts may fluctuate from year-to-year. The estimated allocated amount, if any, and conditions, if any, will be provided to Affiliate Library on or before March 15 of each year.

4.7.1.4.2 Affiliate Library agrees and acknowledges that the combined contribution for funds for Fiscal Year (FY) 2019-20 for Affiliate Libraries, before the Contribution Formula is applied, is \$1,675,000, as evidenced on Exhibit C.

4.7.1.4.3 Affiliate Library may receive an annual contribution so long as Affiliate Library is a member of the YLN.

4.7.1.4.4 If Affiliate Library receives funds from DISTRICT, then

Affiliate Library shall solely use funds received from DISTRICT to directly support Affiliate Library, and Affiliate Library shall provide a certification on or before June 30 of each year that Affiliate Library has solely used funds from DISTRICT to directly support Affiliate Library. DISTRICT shall provide the certification form for Affiliate Library to use on or before May 31 of each year. DISTRICT may also request an annual accounting from Affiliate Library describing the manner and use of DISTRICT funds, and Affiliate Library shall provide the annual accounting to DISTRICT within thirty (30) days of receipt of such request.

4.7.1.4.5 Affiliate Library agrees and acknowledges that all unused funds Affiliate Library receives from DISTRICT in a fiscal year shall be forfeited to DISTRICT.

4.7.1.5 Affiliate Library agrees and acknowledges that contributions and funds that are declared for a specific purpose shall be used for their declared purpose.

4.7.1.6 Affiliate Library agrees and acknowledges that contributions and funds that are not used for their declared purpose are forfeited and shall be the property of DISTRICT.

4.7.1.7 All library materials purchased with DISTRICT funds for Affiliate Library are the property of the Affiliate Library.

4.7.1.8 Affiliate Library may wish to utilize technology support services from DISTRICT in accordance with the detailed description of "TECHNOLOGY SUPPORT SERVICES" attached hereto as Exhibit D. Affiliate Library shall check the appropriate box below whether it elects to utilize these services:

☐ Affiliate Library will utilize technology support services as outlined in Exhibit D.

☐ Affiliate Library will NOT utilize technology support services as outlined in Exhibit D.

5. Membership in YLN and Duties and Obligations for Membership in the YLN. Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, MEMBER LIBRARY agrees to:

5.1. Adhere to all YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

- 5.2. Contribute bibliographic and holdings data into the ILS.
- 5.3. Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
- 5.4. Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
- 5.5. Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
- 5.6. Adhere to practices and procedures as outlined in the YLN Circulation Manual.
- 5.7. Have access to the YLN catalog of shared items that shall be available for use.
- 5.8. Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
- 5.9. Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.10. Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.11. At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution.
- 5.12. Form a YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the "YLN STEERING COMMITTEE" document attached hereto as Exhibit E.
- 5.13. Participate in the functions and activities of the YLN Steering Committee.
- 5.14. Designate a representative to serve on the YLN Steering Committee.
- 5.15. DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16. The duties and obligations of the YLN Steering Committee as follows:
 - 5.16.1. The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of

YLN and MEMBER LIBRARY.

- 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. The total amount to be collected for FY 2019-20 is \$175,000.
- 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT or Yavapai County Information Technology Services (ITS) Library Network Manager.
- 5.16.4.** All decisions of the YLN Steering Committee shall be ratified by the DISTRICT Director to be effective.
- 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Establish a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Exhibit A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as "YLN Fund") of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll-over.
- 5.20.** The purpose of the YLN Fund as follows:
 - 5.20.1.** Ensure the continued stability and viability of the YLN.
 - 5.20.2.** Allow for service expansions.
 - 5.20.3.** Upgrade technology to ensure the provision of existing services.
- 5.21.** The YLN Fund being expended in the following areas:
 - 5.21.1.** Technology purchases.
 - 5.21.2.** Library-related service expansions.
 - 5.21.3.** Special Projects.
 - 5.21.4.** Professional development and continuing education.

- 5.22. Have the YLN Fund pay for a cataloging position at DISTRICT that is dedicated to the YLN to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall report to the DISTRICT Director and require a Master's in Library Science or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee.
- 5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.
- 5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.
- 5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity.
- 5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.
6. **Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
7. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "**Indemnitee**") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "**Claims**") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
8. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

DISTRICT:

Yavapai County Free Library District
Attn: Corey Christians, Director
1971 Commerce Center Circle, Suite D

MEMBER LIBRARY:

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

9. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
10. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
11. **Assignment.** MEMBER LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
12. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
13. **Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
14. **Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
15. **Americans With Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
16. **Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their

employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- 17. Workers' Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 18. Written Certification Pursuant to A.R.S. § 35-393.01.** The Parties are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of Israel.
- 19. Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 20. Waiver of Jury Trial/Waiver of Attorneys' Fees.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys' fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
- 21. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The Parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
- 22. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this

Agreement upon written notice to the other Party.

23. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

24. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

25. Waiver. A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

26. Headings and Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27. Parol Evidence. This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

28. Incorporated Documents and Order of Precedence. All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, interpretations will be based on the following priorities in the following order:

28.1. Amendments and/or modifications to this Agreement;

28.2. This Agreement;

28.3. All Exhibits identified herein and incorporated by reference; and

28.4. YLN governing documents, including, but not limited to, bylaws, policies, rules, and

guidelines.

- 29. Entire Agreement.** This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
- 30. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
- 31. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

DISTRICT: Yavapai County Free Library District

Randall W. Garrison, Chairman,
Board of Directors

Date: _____

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to DISTRICT.

Signature

Date: _____

Printed Name
Deputy Yavapai County Attorney

MEMBER LIBRARY: _____

Signature

Printed Name and Title

Date:

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to MEMBER LIBRARY.

Signature

Date:

Printed Name and Title/Law Firm Name

Exhibit A

MEMBERSHIP FEE

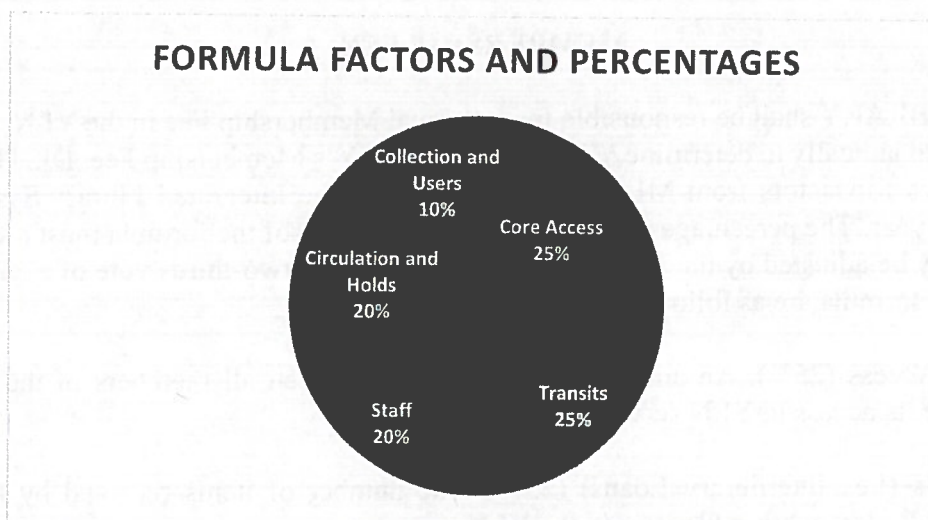
MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY's Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

| Position | Hours | FTE |
|--------------------|-------|-------|
| Volunteers | 10 | 0.25 |
| Student Helper | 10 | 0.25 |
| Intern | 5 | 0.125 |
| Part-time Employee | 15 | 0.375 |
| Full-time Employee | 40 | 1 |
| Total | 80 | 2 |

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

| FY17-18 Membership Fee Assessment | | | | | | | | | Total Assessment | | \$175,000 |
|--------------------------------------|-----------|--------------------|---------------|--------------------|----------------|--------------------|---------------|--------------------|-------------------|-----------------|---------------------|
| Member Name | Access | Amount | FTE | Amount | Circ and Holds | Amount | Transits | Amount | Items and Patrons | Total | Overall Total |
| | 25% | \$43,750 | 20% | \$35,000 | 20% | \$35,000 | 25% | \$43,750 | 10% | \$17,500 | \$175,000 |
| Camp Verde Community Library | 1 | \$1,067.07 | 7 | \$1,853.95 | 84685 | \$1,195.99 | 10313 | \$1,571.13 | 35981 | \$501.09 | \$6,189.24 |
| Chino Valley Public Library | 1 | \$1,067.07 | 6 | \$1,589.10 | 124422 | \$1,757.18 | 18706 | \$2,849.77 | 65039 | \$905.77 | \$8,168.89 |
| Camp Verde Unified School District | 1 | \$1,067.07 | 1.5 | \$397.28 | 27755 | \$391.98 | 1135 | \$172.91 | 31019 | \$431.99 | \$2,461.22 |
| Chino Valley Unified School District | 1 | \$1,067.07 | 1 | \$264.85 | 3558 | \$50.25 | 346 | \$52.71 | 20575 | \$286.54 | \$1,721.42 |
| Cottonwood Public Library | 1 | \$1,067.07 | 10.6 | \$2,807.42 | 254986 | \$3,601.10 | 31275 | \$4,764.59 | 129864 | \$1,808.55 | \$14,048.74 |
| Embry-Riddle Aeronautical University | 1 | \$1,067.07 | 7 | \$1,853.95 | 30174 | \$426.14 | 2756 | \$419.86 | 38455 | \$535.54 | \$4,302.57 |
| Humboldt Unified School District | 1 | \$1,067.07 | 1 | \$264.85 | 9780 | \$138.12 | 67 | \$10.21 | 45322 | \$631.18 | \$2,111.43 |
| Jerome Public Library | 1 | \$1,067.07 | 1.78 | \$471.43 | 6855 | \$96.81 | 1341 | \$204.29 | 15933 | \$221.89 | \$2,061.50 |
| Mayer Unified School District | 1 | \$1,067.07 | 0 | \$0.00 | 5178 | \$73.13 | 373 | \$56.82 | 10718 | \$149.26 | \$1,346.29 |
| Mingus Union High School | 1 | \$1,067.07 | 1 | \$264.85 | 1277 | \$18.03 | 112 | \$17.06 | 16748 | \$233.24 | \$1,600.26 |
| The Orme School of Arizona | 1 | \$1,067.07 | 0.25 | \$66.21 | 648 | \$9.15 | 13 | \$1.98 | 8890 | \$123.81 | \$1,268.22 |
| Prescott College | 1 | \$1,067.07 | 3.75 | \$993.19 | 7209 | \$101.81 | 645 | \$98.26 | 38758 | \$539.76 | \$2,800.10 |
| Prescott Public Library | 1 | \$1,067.07 | 19 | \$5,032.16 | 797981 | \$11,269.69 | 68336 | \$10,410.65 | 191514 | \$2,667.12 | \$30,446.69 |
| Prescott Unified School District | 6 | \$6,402.44 | 5.875 | \$1,556.00 | 77214 | \$1,090.47 | 1464 | \$223.03 | 94819 | \$1,320.50 | \$10,592.44 |
| Prescott Valley Public Library | 1 | \$1,067.07 | 21.37 | \$5,659.86 | 437614 | \$6,180.32 | 51832 | \$7,896.35 | 128244 | \$1,785.99 | \$22,589.58 |
| Sedona Public Library | 2 | \$2,134.15 | 12.6 | \$3,337.12 | 299030 | \$4,223.13 | 47194 | \$7,189.77 | 98712 | \$1,374.71 | \$18,258.88 |
| Sharlot Hall Museum | 1 | \$1,067.07 | 2 | \$529.70 | 0 | \$0.00 | 0 | \$0.00 | 6813 | \$94.88 | \$1,691.66 |
| Tri-City College Prep High School | 1 | \$1,067.07 | 1 | \$264.85 | 235 | \$3.32 | 105 | \$16.00 | 1312 | \$18.27 | \$1,369.51 |
| Yavapai College | 2 | \$2,134.15 | 10.5 | \$2,780.93 | 41675 | \$588.57 | 3518 | \$535.95 | 137427 | \$1,913.88 | \$7,953.47 |
| Yavapai County Free Library District | 15 | \$16,006.10 | 18.925 | \$5,012.30 | 267994 | \$3,784.81 | 47646 | \$7,258.63 | 140455 | \$1,956.05 | \$34,017.89 |
| Total | 41 | \$43,750.00 | 132.15 | \$35,000.00 | 2478270 | \$35,000.00 | 287177 | \$43,750.00 | 1256598 | \$17,500 | \$175,000.00 |

Exhibit B

REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the Parties shall be consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

- a. The following student information may be transferred to DISTRICT:

Last Name;
First Name;
Middle Name;
Student ID;
SAIS;
Interlibrary loan status;
Internet Permission;
Graduation Year;
Current School Grade;
Mailing Address;
Email;
Phone Number;
Homeroom Teacher;
Academic Level;
Homeroom room number;
Homeroom time;
School Code;
Date of Birth;
Enrollment Status; and
Academic Program.

- b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.

- c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the Parties.
 3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
 6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
 7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either Party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
 - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
 - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.

Exhibit C

ANNUAL CONTRIBUTION TO AFFILIATE LIBRARY

An Affiliate Library of DISTRICT is eligible to receive an annual contribution, if allocated, so long as MEMBER LIBRARY is a member of the YLN. The basis for determining an Affiliate Library's portion of the total allocated funds shall be based on the following factors:

1. Five percent (5%) of the total funds available will be a base amount and apportioned to each Affiliate Library based on the ratio of the total number of Affiliate Libraries.
2. Five percent (5%) of the total funds available will be based on the population of the incorporated municipality, and service area for Affiliate Library's branches in unincorporated areas, that governs the Affiliate Library divided by the combined population of the incorporated Municipalities. Official census data shall be used to determine the population for each incorporated area.
3. Fifty percent (50%) is based on total net assessed value (NAV) of the property of the incorporated municipality that is responsible for Affiliate Library divided by the total NAV of the incorporated municipalities. If an Affiliate Library has a library in unincorporated area, then DISTRICT, at DISTRICT's sole discretion, shall use the NAV that DISTRICT determines most closely matches the Affiliate Library's service area. NAV data shall be provided from publicly available data released from the assessor's office for the last full calendar year.
4. Twenty percent (20%) is based on total amount of the circulation, including first-time checkouts and renewals of physical and electronic items, and the number of items lent to Affiliate Library divided by the total number of the same for all Affiliate Libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Affiliate Library divided by the total number of the same for all Affiliate Libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Affiliate Library divided by the total number of the same for all Affiliate Libraries.

An example of the application of the formula to the FY 2018-2019 total contribution is below:

| FY 18-19 YCFLD Affiliates Contribution Formulation | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------------|---------|--------------|------------|--------------|-------------------------|-----------------|---------|----------------------|-----------|--------|-------------|---------|---------|----------------|---------|----------------------|---------------|---------|---------|---------------|-----------------|---------|
| Service Area | Affiliation | | | | Demographics | | | | Performance Measures | | | | | | | | FY18-19 Contribution | | | | | | |
| | Base Amount | | 5% | Population | 5% | FY17 Assessed Valuation | | 50% | Circ. | Electron. | | Intra/Total | | 20% | Active Patrons | | 10% | 10% | | | | | |
| | Amount | Percent | | | Amount | Percent | | | | Amount | Amount | Amount | Percent | | Amount | Percent | | Amount | Percent | Total | Percent | | |
| Camp Verde | 1 | 11.11% | \$ 9,308.09 | 10873 | 6.09% | \$ 5,103.18 | \$ 67,995,063 | 4.21% | \$ 35,274.91 | 72606 | 4413 | 7878 | 84897 | 4.14% | \$ 13,858.71 | 5409 | 5.68% | \$ 9,516.08 | 30572 | 5.19% | \$ 8,655.76 | \$ 81,756.73 | 4.88% |
| Chino Valley | 1 | 11.11% | \$ 9,308.09 | 15488 | 8.68% | \$ 7,269.21 | \$ 76,175,661 | 4.72% | \$ 39,518.89 | 102489 | 8492 | 11967 | 122948 | 5.99% | \$ 20,070.21 | 7775 | 8.16% | \$ 13,678.59 | 57264 | 9.72% | \$ 16,287.92 | \$ 106,132.91 | 6.33% |
| Clarksdale | 1 | 11.11% | \$ 9,308.09 | 4097 | 2.30% | \$ 1,922.90 | \$ 33,849,964 | 2.05% | \$ 17,145.87 | 7893 | 951 | 4174 | 13018 | 0.63% | \$ 2,125.08 | 780 | 0.82% | \$ 1,372.26 | 10040 | 1.70% | \$ 2,855.73 | \$ 34,729.93 | 2.07% |
| Cottonwood | 1 | 11.11% | \$ 9,308.09 | 28181 | 15.79% | \$ 13,216.59 | \$ 91,123,033 | 5.64% | \$ 47,172.35 | 212252 | 15218 | 31066 | 259336 | 12.84% | \$ 42,367.03 | 15590 | 16.37% | \$ 27,427.54 | 114274 | 19.40% | \$ 32,503.59 | \$ 172,105.21 | 10.27% |
| Dewey-Humboldt | 1 | 11.11% | \$ 9,308.09 | 3894 | 2.18% | \$ 1,837.63 | \$ 26,384,831 | 1.63% | \$ 13,692.28 | 12465 | 1245 | 2603 | 16313 | 0.79% | \$ 2,662.96 | 603 | 0.73% | \$ 1,219.20 | 7480 | 1.27% | \$ 2,117.58 | \$ 30,838.79 | 1.84% |
| Jerome | 1 | 11.11% | \$ 9,308.09 | 461 | 0.26% | \$ 216.37 | \$ 5,319,485 | 0.37% | \$ 3,076.14 | 5430 | 118 | 2947 | 8495 | 0.41% | \$ 1,380.74 | 407 | 0.43% | \$ 718.04 | 15526 | 2.64% | \$ 4,418.15 | \$ 19,119.51 | 1.14% |
| Prescott | 1 | 11.11% | \$ 9,308.09 | 55008 | 30.82% | \$ 25,817.70 | \$ 647,649,002 | 40.11% | \$ 335,991.47 | 674297 | 67111 | 64051 | 805459 | 39.24% | \$ 131,484.28 | 28205 | 29.62% | \$ 45,621.19 | 163308 | 27.72% | \$ 46,450.88 | \$ 598,673.60 | 35.79% |
| Prescott Valley | 1 | 11.11% | \$ 9,308.09 | 46878 | 26.26% | \$ 22,001.93 | \$ 328,846,320 | 20.36% | \$ 170,600.99 | 362685 | 31649 | 35499 | 429833 | 20.94% | \$ 70,166.55 | 23840 | 25.03% | \$ 41,941.82 | 104404 | 17.72% | \$ 29,636.21 | \$ 343,715.59 | 20.51% |
| Sedona | 1 | 11.11% | \$ 9,308.09 | 13609 | 7.62% | \$ 6,387.31 | \$ 337,622,978 | 20.91% | \$ 175,154.20 | 241720 | 19478 | 51037 | 312235 | 15.21% | \$ 50,969.69 | 12535 | 13.16% | \$ 22,051.88 | 86177 | 14.63% | \$ 24,511.80 | \$ 288,383.97 | 17.21% |
| Total | 9 | 100% | \$ 83,772.81 | 178489 | 100.00% | \$ 83,772.81 | \$1,814,784,337 | 100.00% | \$ 837,728.09 | 1891837 | 148675 | 212227 | 2052734 | 100.00% | \$ 335,091.24 | 95234 | 100.00% | \$ 167,545.62 | 589046 | 100.00% | \$ 167,545.62 | \$ 1,675,456.18 | 100.00% |

Exhibit D

TECHNOLOGY SUPPORT SERVICES

The following services are provided in response to the need for the provision of technology support services to MEMBER LIBRARY. The provided services are limited to issues and maintenance for computing and networking equipment owned and operated by MEMBER LIBRARY with DISTRICT acting as support for MEMBER LIBRARY's equipment and procurement of such equipment in accordance with MEMBER LIBRARY's needs.

1. Technology Support Services. The following services are provided by DISTRICT in response to the basic maintenance and support needs of MEMBER LIBRARY:

- a. Maintenance and Monitoring. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's servers as follows:
 - i. Backup – includes maintaining and monitoring backups based upon the procedures and schedule already in place by DISTRICT.
 - ii. Hardware errors – specifically servers procured with the assistance of DISTRICT shall include monitoring and remote support.
 - iii. Event log filtering – includes monitoring vendor application issues that might arise and working with the vendor to the best of DISTRICT's ability.
 - iv. Antivirus – includes routine monitoring of MEMBER LIBRARY's servers for possible infections.
 - v. Routine maintenance of the servers shall include file system space monitoring, file system defragmentation and the application of critical updates.
 - vi. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's workstations.
 - vii. Antivirus – includes routine monitoring of MEMBER LIBRARY's workstations for possible infections.
 - viii. Software updates – Includes providing updates for software installed by DISTRICT. Only software deemed necessary by DISTRICT can be installed on the workstations.
- b. Ordering and setup of new equipment as follows:
 - i. MEMBER LIBRARY shall obtain written verification from DISTRICT that any hardware or software purchased by MEMBER LIBRARY is compatible with DISTRICT hardware and software prior to acquisition.
 - ii. Operating System installation as needed – this includes installing any and all licensed software DISTRICT deems necessary for the provision of services to library users and staff.
 - iii. Securing the device with antivirus software.
 - iv. Working with software vendors on implementation of new products.

1. DISTRICT shall not be held responsible for defects in any vendor's software.
 2. If desired by MEMBER LIBRARY, DISTRICT shall provide a project plan with expected milestones based upon the availability of DISTRICT resources.
 3. DISTRICT shall not be held responsible for delays created by MEMBER LIBRARY's hardware and software vendors.
- v. Work with MEMBER LIBRARY staff on migrating to any new equipment.
 - vi. Provide status reports as requested.
- c. Provide Disaster/Recovery services as needed on servers as follows:
 - i. Restoring files that were deleted.
 - ii. Restoring the server to the last full backup.
 - iii. Reloading software and recovering all data available.
 - iv. DISTRICT is not responsible for data lost due to the failures of MEMBER LIBRARY's backup media.
 - d. MEMBER LIBRARY shall be responsible for all costs, including, but not limited to, the following:
 - i. All hardware costs.
 - ii. All antivirus software costs.
 - iii. Purchasing any and all software licenses.
 - iv. All warranty costs that exceed a manufacturers' warranty.
 - e. Domain Name Service as follows:
 - i. DISTRICT shall allow MEMBER LIBRARY to use a subdomain name of yavapailibrary.org.
 - ii. MEMBER LIBRARY may use its own domain name hosted on the DNS server of MEMBER LIBRARY's choice.
 - f. Web Site Hosting and Support as follows:
 - i. If desired by MEMBER LIBRARY, DISTRICT shall maintain the web site and act as a hosting site for MEMBER LIBRARY, including basic design services based on web pages already in production that were developed by DISTRICT.
 - ii. Future changes to the website shall happen at the discretion of DISTRICT.
 - iii. Changes to the website shall be coordinated with DISTRICT and MEMBER LIBRARY designee.
 - iv. MEMBER LIBRARY designee has all necessary authority to request changes to the website.
 - v. MEMBER LIBRARY website shall not exceed 2 GB of disk storage.
 - vi. DISTRICT shall resolve any support issues related to MEMBER

LIBRARY's website.

- g. Network maintenance and monitoring as follows:
 - i. DISTRICT shall maintain and monitor any and all network equipment that is installed by DISTRICT, including firewalls, routers, modems, or switches that are used to connect MEMBER LIBRARY to the Internet and DISTRICT network.
 - ii. DISTRICT shall maintain and monitor any and all filtering and authentication equipment attached to MEMBER LIBRARY's network that is installed by DISTRICT.
- 2. Requests for Services NOT Covered Under This Agreement. This Agreement does not cover the following requests:
 - a. Assistance with application usage when unsupported or nonstandard hardware or software is involved—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
 - b. Hardware procurement – DISTRICT is not responsible for procuring workstations, peripherals, and other technology-related hardware. If possible, DISTRICT may assist MEMBER LIBRARY with procurement depending on the procurement policies of Yavapai County. The cost of all hardware is the responsibility of MEMBER LIBRARY.
- 3. Service Request Process. MEMBER LIBRARY shall create a help desk ticket through help@yln.info or MEMBER LIBRARY may call DISTRICT help desk to communicate its needs with DISTRICT. MEMBER LIBRARY shall include a description of the request and specify its impact on business. DISTRICT shall assess the situation and respond within two (2) hours during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding Yavapai County holidays. DISTRICT shall do its best to respond to each situation in a timely fashion; however, it is not possible to guarantee a resolution to any individual problem in a given time period.
- 4. Cost of Services as follows:
 - a. The level of service shall be decided on an annual basis. MEMBER LIBRARY must decide what tier of service it would like DISTRICT to provide. If MEMBER LIBRARY does not adjust the tier of service in writing prior to March 1, then the tier from the previous year shall be used.
 - b. DISTRICT offers four tiers of service and support hours as follows:
 - i. Tier One (12 hrs.) (remote support only): \$600.
 - ii. Tier Two (25 hrs.): \$1,250.
 - iii. Tier Three (50 hrs.): \$2,500.

iv. Tier Four (100 hrs.): \$5,000.

- c. Unused hours shall roll over to the next year.
- d. Travel time shall count as support hours.
- e. If desired, MEMBER LIBRARY may choose to upgrade to the next tier within a fiscal year after all support hours have been used under the current tier.
- f. Additional hours may be purchased for \$75 per hour.

5. Billing of Services

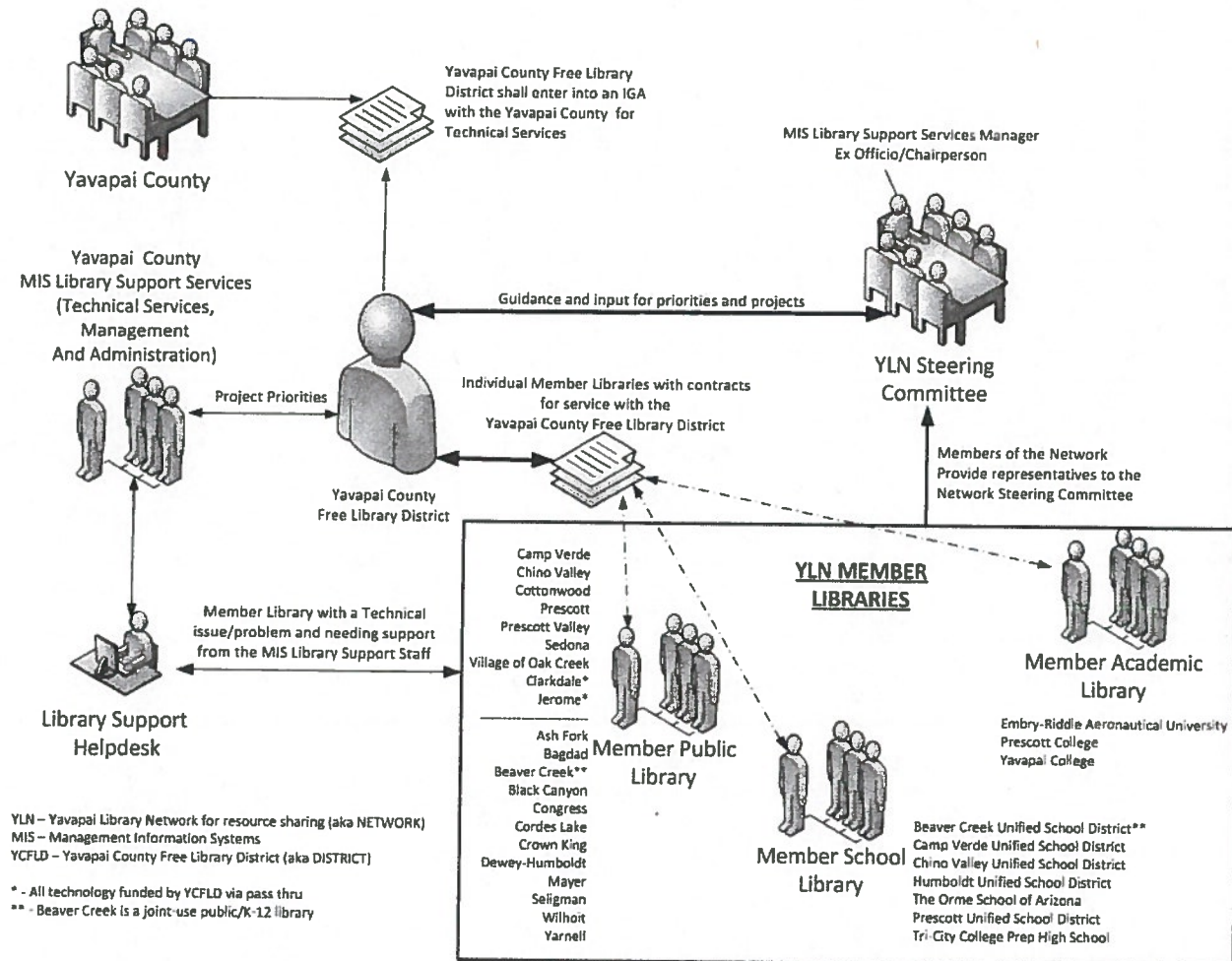
- a. Billing for services shall be invoiced on July 30. Quarterly statements may be sent with remaining balances.
- b. There shall be no funding available for services not provided herein.

Exhibit E

YLN STEERING COMMITTEE

The YLN Steering Committee is a body that serves the needs of MEMBER LIBRARY. It is composed of representatives of all members of the YLN, including, but not limited to, DISTRICT, MEMBER LIBRARY, and other members of the YLN, including Public Libraries, Public and Private Schools, and Colleges and Universities. MEMBER LIBRARY has a single representative seat on the YLN Steering Committee. MEMBER LIBRARY's representative is selected by MEMBER LIBRARY to represent its interests and needs for library services.

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director who has sole authority over recommended spending.



ACTION

Item 10B.

ASBA Policy Advisories

(649 – Second Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Daniel Streeter, Superintendent
DATE: September 10, 2019
SUBJECT: Policy Review - Policy Advisory 649
Second Reading & Adoption

Item # 106
Reading
Discuss
Action X

OBJECTIVE: Board Governance

SUPPORTING DATA:

This policy advisory is primarily the result of action taken by the 54th Legislature, First Regular Session which convened in January 2019.

- PA 649 Policy JFAB Admission of Nonresident Students

SUMMARY & RECOMMENDATION:

This is the Second Reading of suggested changes to policy that was included in ASBA Policy Advisory 649. The First Reading was held during a regular meeting of the Governing Board on August 13, 2019. Advisories regarding exhibits and regulations that were included in the First Reading are not included in the Second Reading as they do not require Board action.

A short summary of the Arizona School Boards Association (ASBA) Policy Advisory Discussion may be found on the page(s) immediately prior to the document(s) which are to be considered by the Governing Board for adoption as a policy. HUSD administrative recommendations are also included.

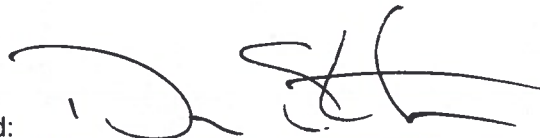
Upon approval this policy will become effective immediately and will be added to the current Policy Manual.

Sample Motion:

I move to adopt the following policy as presented by ASBA:

- Policy JFAB Admission of Nonresident Students

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Rob Bueche, 759-4010

Section J

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 649 (Dr. Rob Bueche)

Policy JFAB- Admission of Nonresident Students

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):

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

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.

PERSONNEL

Item 11A.

Resignation (Weir)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Cole Young, Assistant Superintendent-Operations
DATE: September 10, 2019
SUBJECT: Resignation of Julie Weir

Item # 11 A

Reading

Discuss

Action x

Consent

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

SUPPORTING DATA

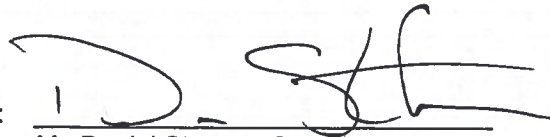
Ms. Julie Weir was hired as a Math Teacher at Bradshaw Mountain High School and signed a contract for the 2019-20 school year on July 29, 2019. On August 19, 2019, Ms. Weir informed her Principal and submitted a letter of resignation.

SUMMARY & RECOMMENDATION

Sample Motion

I move the Governing Board reject the resignation of Ms. Julie Weir, Math Teacher at Bradshaw Mountain High School, and assess a recruitment fee of \$1,000.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

PERSONNEL

Item 11B.

Resignation (Law)



Mr. David Stewart, Superintendent

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Cole Young, Assistant Superintendent-Operations
DATE: September 10, 2019
SUBJECT: Resignation of Tami Law

Item # 11B
Reading
Discuss
Action x
Consent

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

SUPPORTING DATA

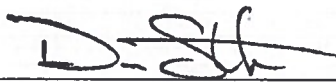
Ms. Tami Law was hired as a Special Education Teacher at Lake Valley Elementary School and signed a contract for the 2019-20 school year on July 29, 2019. On August 12, 2019, Ms. Law informed her Principal and submitted a letter of resignation.

SUMMARY & RECOMMENDATION

Sample Motion

I move the Governing Board reject the resignation of Ms. Tami Law, Special Education Teacher at Lake Valley Elementary School, and assess a recruitment fee of \$1,000.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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