



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, October 15, 2019

**Humboldt Elementary School
2750 S. Corral Street
Humboldt, 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 **October 15, 2019**, at **Humboldt Elementary School**, located at **2750 S. Corral St., Humboldt, 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

6. CELEBRATING SUCCESSES

- A. HUSD VIPs – Stacy Brush, Humboldt Elementary School Principal
 1. Certified – Rachel Wylie
 2. Classified – Jakob Schmidt
 3. Volunteer –Vanessa Swager

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 5-7 **A. Personnel Recommendations**
- Pages 8-14 **B. Governing Board Meeting Minutes of September 10, 2019 and September 24, 2019** (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 15-265 **C. Financial/Business**
1. Approval of Accounts Payable voucher(s) in the amount of \$ 2,081,117.61
 2. Approval of Payroll voucher(s) in the amount of \$2,937,069.14
- Pages 266-273 **D. Monthly Budget Report**
- Pages 274-279 **E. Monthly Student Activities Report**
- Pages 280-281 **F. Request to approve the Annual Financial Report for FY 2018-2019.**
- Pages 282-298 **G. Request to approve a renewal of the Northern Arizona Council of Governments (NACOG) – Head Start Annual Contract – Food Service Provider for the 2019-20 school year**
- Pages 299-303 **H. Request for approval of Supplemental Wage Schedule for 2019-20**
- Pages 304-305 **I. Request for approval of the revised Cooperative Purchasing Contract for FY 19-20**
- Pages 306-308 **J. Gifts and donations**

9. DISCUSSION (no action will be taken)

- Pages 309-310 **A. Report from Humboldt Elementary School District Stacy Brush to include:**
- Successes from SY 2018-19
 - Campus Improvements
 - Program Updates
- Pages 311-312 **B. Report on possible property exchange with Universal Homes LLC**
- Pages 313-324 **C. Report from Executive Director of Finance Cynthia Windham regarding the Capital Plan and B-Bond Update**
- Pages 325-326 **D. Update on Humboldt Elementary School playground project**
- Pages 327-329 **E. Discussion on Grant Expenditure Options for COPS (Community Oriented Policing Services) and BJA (Bureau of Justice Assistance) grant**

10. ACTION

- Pages 330-337 **A. Second Reading and possible adoption of policy update as recommended by Superintendent**
- Policy KJA Relations with Parent/Citizen/Booster Organizations
- Pages 338-417 **B. Second Reading and possible adoption 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
 - PA 655 Policy GBEFA **NEW** 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)
- 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)
- PA 662 Policy IHA Basic Instructional Program
- PA 663 Policy IHAMD **NEW** Instruction and Training in Suicide Prevention
- PA 664 Policy IKF Graduation Requirements
- PA 665 Policy JICA Student Dress
- PA 666 Policy JIH Student Interrogations, Searches and Arrests
- PA 667 Policy JLCD Medicines/Administering Medicines to Students
- PA 668 Policy JLDAC **NEW** Screening/Testing of Students (Vision Screening for Children)
- PA 669 Policy JLF Reporting Child Abuse/Child Protection

Pages 418-424 C. Second reading and possible adoption of policy update as recommended by Meet and Confer

- Policy GCBA Professional Staff Salary Schedules

Pages 425-426 D. Request for approval to nominate Governing Board Vice President, Richard Adler, for the All-Arizona School Board Member Award

Pages 427-431 E. Request for approval of Memorandum of Understanding (MOU) with Pet Partners for 2019-20 school year

Pages 432-463 F. Request for approval of an intergovernmental agreement (IGA) for exchange of real property between the Town of Dewey-Humboldt and the Humboldt Unified School District

11. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

November 12, 2019	6:30 p.m.	Regular Meeting	@ Lake Valley Elementary
December 10, 2019	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
January 14, 2020	6:30 p.m.	Regular Meeting	@ Granville Elementary

12. 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 – Humboldt Elementary School

- 1. Certified – Rachel Wylie**
- 2. Classified – Jakob Schmidt**
- 3. Volunteer – Vanessa Swager**



Humboldt Elementary School

"A" National Blue Ribbon School

Mrs. Stacy Brush, Principal

October 15, 2019

HUSD VIP – Certificated Staff – Miss Rachel Wylie

Humboldt Elementary School

It is an honor to write on behalf of Miss Rachel Wylie as our October Certificated VIP. Miss Wylie is currently a 1st grade teacher at Humboldt Elementary School and has been part of the Humboldt Unified School District for the past four years. Miss Wylie has proven herself to be deserving of recognition for her skill and talent as a classroom teacher, the distinction given to her by colleagues, and the many successes she has achieved as an educator.

In the classroom, Miss Wylie goes above and beyond for her students. Academically, she challenges her students while providing support, consistency and guidance. She recognizes individual student needs and truly cares about her students' social and emotional growth. She is supportive of her students and willingly puts forth the extra time and effort to ensure they are successful. She works closely with parents to provide the best educational experience for all of her students.

Miss Wylie not only nurtures love and respect with her students, her caring and unpretentious demeanor attracts the same from her colleagues. Miss Wylie establishes lasting and deep bonds with her students and coworkers, and she manages to affect all with her cheerful personality. She works collaboratively and is supportive of her colleagues. Last year she was nominated by her fellow colleagues as their choice for the 2019 Yavapai County Education Foundation K -5 Teacher of the Year.

Miss Wylie will take on any task and her involvement will have a lasting positive impact. She openly and willingly collaborates with staff, parents and other district personnel. She provides insightful input at staff meetings and her input always takes the form of putting "students first". Miss Wylie has served as our basketball coach, and through her guidance her team developed as young people as well as athletes. Rachel is always the first one to say "yes" to professional development and is a reflective and effective teacher. She is the type of individual who shows up earlier than asked, works hard, and always conducts herself in a polite, respectable manner. We are fortunate to have her on our campus.

Respectfully,

Stacy Brush
Stacy Brush



Humboldt Elementary School

'A' National Blue Ribbon School

Mrs. Stacy Brush, Principal

October 15, 2019

HUSD VIP – Classified Staff – Mr. Jakob Schmidt
Humboldt Elementary School

I am pleased to recognize Mr. Jakob Schmidt as Humboldt Elementary School's Classified VIP. Mr. Schmidt is a valued member of our school family

Although originally hired as our computer lab teacher, Jakob's influence hasn't stopped there. He also serves as our 4th - 6th grade art teacher, provides classroom support, supervises cafeteria and recess and acts as a crossing guard before and after school.

Jakob demonstrates adaptability in all that he does whether it be teaching digital literacy, using lines to create 3D art or keeping our students safe. He manages all of his responsibilities with positivity and genuine care. One thing is clear, our students and staff appreciate all that he does. One of our teachers writes:

"Mr. Schmidt is dedicated to student achievement. Students had fun getting to work in his group. He was ingenuitive with his groups and when he finished reading groups, fluency, and vocab (I made him do a lot) he would set up science experiments for the kids to try. He had an energy and magnetism kit and he would take his own time to read through the experiment and set it up for the kids, let them explore, and then discuss the concepts. I know my students wouldn't get the small group interaction with the experiments if it wasn't for Mr. Schmidt. He's also caring about students and coworkers. He goes above and beyond every day and now with Art on his plate I hope he sticks around!!! I loved having him in my classroom and know he really is the VIP!"

Mr. Schmidt stands out as someone who continually offers compassion, caring, a strong work ethic and personal integrity. It is for these reasons we recognize him as our Classified VIP this month.

Sincerely,

Stacy Brush



Humboldt Elementary School

"A" National Blue Ribbon School

Mrs. Stacy Brush, Principal

October 15, 2019

HUSD VIP – Volunteer – Mrs. Vanessa Swager

Humboldt Elementary School

I would like to recognize, Mrs. Vanessa Swager as the HUSD VIP Volunteer of the month, Vanessa is a proud Panda mom with two children at Humboldt Elementary and a cute 3 year old assistant.

Since her arrival at our school, Vanessa did not hesitate to get involved in our PTA and begin working tirelessly to provide our students with a school community they deserve. In her second year, on the PTA, Vanessa stepped up as President midyear when a vacancy occurred. Since she has taken on the presidency, she has rocked it! Under her steady leadership great things have been happening with our PTA.

Vanessa has spearheaded a complete remodel of our staff lounge and workroom. She has worked collaboratively with her executive board to increase our school's membership amongst teachers and parents. Mrs. Swager values open communication with parents and staff and has organized a monthly update with the principal. Vanessa is willing to pitch in whenever and wherever she is needed. Most mornings and some afternoons, you can see her around HES making copies, putting up bulletin boards, planning fundraisers and events, and helping any student or staff member in need.

Without a doubt, Vanessa Swager matters to our school. She helps make a difference and her dedication as our PTA president has had a profound and lasting impact on our students, staff and community. Her willingness to give selflessly to help others speaks to both her strength as a leader and the quality of her character. Vanessa, your love, compassion, and dedication to our students and our campus is truly a blessing.

Warmly,

Stacy Brush

Stacy Brush

CONSENT

Item 8A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on October 15, 2019

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

Certified Staff

1. Lisa Thaler - Math Teacher @ LTS (11/1/2019)

Classified Staff

1. Cierra Camacho - Custodian @ BMHS (9/27/2019)
2. Diane Harris - F&N Worker @ LTS (10/4/2019)
3. Lisa Kane - Mod/Sev/Prof Aide @ CSES (10/14/2019)
4. Audrey Longoria-Hoover - Bus Aide (10/4/2019)
5. Kathryn Rainwater - Custodian @ BMHS (9/27/2019)

Substitute + Staff

1. Gregg Gunn - Sub Bus Aide

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

Certified Staff

1. Kimberly Elias - Science Teacher @ LTS (replaces Linda Lymon)
2. Ardeth Ohm-Moser - .4 Music Teacher @ BMMS (Temporary Pending LOA)

Classified Staff

1. Michelle Bratt - Title One Aide @ CSES (replaces Tracey Scheffert)
2. Isabell Cedillos - F&N Clerk @ CSES (replaces Michelle Broxmeyer)
3. Amanda Chapman - Mod/Sev/Prof Aide @ CSES (replaces Raymon Aguilar)
4. Jack Curry - Custodian @ BMHS (replaces Cynthia Harmon)
5. Christina Kruse - Resource Aide @ LVES (fills open position)
6. Matthew Newcomb - Custodian @ BMMS (replaces Stephanie Dunlap)
7. Melissa Pearle - ELL Aide @ LTS (replaces Jacqueline Kuehl)
8. Steven Smith - Bus Driver (replaces Christie Ross)

Substitute + Staff

1. Pete Rodriguez - Sub Bus Driver

C. SUPPLEMENTAL CONTRACTS

Overloads

1. Karen Christerson - SRA Overload/ Class Size @ BMHS

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on October 15, 2019

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

(M&O-\$8,563.75; Tax Credit- \$1,531.25; General Tax Credit- \$0.00; SPED-\$0.00; Other- \$1,850.00)

1. Paul Arnone - Middle School Band Director @ LTS
2. David Boone - Reading Counts @ MVES
3. Andrew Busk - Student Council Advisor @ LVES
4. Gaylee Chilicky - Gardening Club Advisor @ LVES
5. Melinda Fulfer - .5 Lego Robotics Advisor @ GVES
6. Lisa Haywood - Middle School Yearbook Advisor @ LTS
7. Ember Larson - Middle School Choir Director @ LTS
8. Toni Monreal - Social Worker Intern Supervisor @ SSO
9. Richard Nollert - Middle School Combined Wrestling Coach @ GHMS
10. Jantina Russell - CTSO Thespian Advisor @ BMHS
11. Jakob Schmidt - Lego Robotics Advisor @ HES

Other Stipends

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

1. NONE

D. IN-DISTRICT TRANSFERS

Certified

1. Beth Bogdovitz - From 4th Grade Teacher @ LTS To 3rd Grade Teacher @ LTS (replaces Kyle Lonnon)
2. Vicki Erickson - From 3rd Grade Teacher @ GVES To 4th Grade Teacher @ GHES
3. Kyle Lonnon - From 3rd Grade Teacher @ LTS To 4th Grade Teacher @ LTS (replaces Beth Bogdovitz)

Classified

1. Michelle Broxmeyer - From 6 Hrs/Day - F&N Clerk @ CSES To 8 Hrs/Day - F&N Administrative Secretary (replaces Renita Taylor)

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

Certified

1. NONE

Classified

1. NONE

F. Classified Staff - Volunteer Agreement Form Stipends

1. NONE

CONSENT Item 8B.

Minutes

**September 10, 2019 and
September 24, 2019**

(audio minutes are available on the district website)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
"To provide a comprehensive, world-class education for all students"

Audio Minutes Table of Contents (with markers) – 09-10-2019

The Governing Board of the Humboldt Unified School District #22 convened during a meeting open to the public on **September 10, 2019, at Bradshaw Mountain Middle School** located at **12255 Turquoise Circle, Dewey, 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

- | | |
|-------|--|
| 00:03 | 1. WELCOME AND CALL TO ORDER |
| 00:26 | 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY |
| 00:46 | 3. ROLL CALL |
| 01:05 | 4. AGENDA REVIEW/ACCEPT
AGENDA ACCEPTED – NO CHANGES |
| 01:30 | 5. CURRENT EVENTS |
| 13:32 | A. Board
B. Superintendent |
| 16:55 | 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 |
| 28:43 | 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, Town of Prescott Valley Councilman |
| 33:36 | 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 August 13, 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 \$ 2,557,117.85
 - 2. Approval of Payroll voucher(s) in the amount of \$ 2,534,257.38
 - D. Monthly Budget Report
 - E. Monthly Student Activities Report
 - F. Request to approve a 3-year agreement with the Yavapai County School Superintendent for E-Rate consulting services
 - G. Request for approval to renew an agreement with the Northern Arizona Suns for facility use for fiscal year 2019-20
 - 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
 - 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
 - J. Request for authorization to dispose of obsolete equipment.
 - K. Gifts and donations
- PASSED UNANIMOUSLY (ALL)**

9. DISCUSSION

- 35:17 A. School update from Bradshaw Mountain Middle School Principal Jessica Bennett to include:
- Successes/data from SY2018-19
 - Community Partnerships
 - BMMS EXCEL / HRS Model
- 46:57 B. Report from Bradshaw Mountain High School German Exchange Program students regarding their recent trip to Germany
- 1:14:17 C. Discussion of tax rates for fiscal year 2019-20
- 1:19:53 D. Policy update as recommended by Superintendent – First Reading
- Policy KJA – Relations with Parent/Citizen/Booster Organizations
- 1:26:32 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 <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)
- PA 662 Exhibit GDFA-E Policy IHA Basic Instructional Program
Exhibit IHA-E
- PA 663 Policy IHAMD NEW 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 NEW Screening/Testing of Students (Vision Screening for Children)
- PA 669 Policy JLF Reporting Child Abuse/Child Protection

- 1:32:12 F. Policy update as recommended by Meet and Confer – First Reading
- Policy GCBA Professional Staff Salary Schedules

10. ACTION

- 1:40:27 A. Discussion and possible action to approve an agreement with Yavapai Library Network for Library Support.
PASSED 4-0 (MR. COREY CHRISTIANS RECUSED HIMSELF)
- 1:55:01 B. Second reading and possible adoption of PA 649 as presented by Arizona School Boards Association
- PA 649 Policy JFAB Admission of Nonresident Students
- PASSED UNANIMOUSLY**
- 1:55:49 *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

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

11. PERSONNEL

- 1:57:11 *A. The Board may vote to move into executive session pursuant to A.R.S § 38-341.03 (A)(1)
1:58:01 (Personnel) for discussion regarding the resignation of certified employee, Julie Weir

PASSED UNANIMOUSLY - RESIGNATION REJECTED

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

- 1:58:33 *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

PASSED UNANIMOUSLY - RESIGNATION REJECTED

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

1:56:00 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

1:58:54 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).

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
"To provide a comprehensive, world-class education for all students"
Audio Minutes Table of Contents (with markers) – 09-24-2019

The Governing Board of the Humboldt Unified School District #22 convened during a meeting open to the public on **September 24, 2019**, at the **District Office Conference Room** located at **6411 N. Robert Road, 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.

6:00 PM WORK STUDY SESSION

Markers

- 00:12 1. **WELCOME AND CALL TO ORDER**
- 00:26 2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
- 00:45 3. **ROLL CALL**
- 01:07 4. **AGENDA REVIEW/ACCEPT
APPROVED/ACCEPTED UNANIMOUSLY**
- 01:36 5. **CONSENT ITEMS**
 A. Personnel Recommendations
- B. Request for approval of updated Elementary and Middle School Fee Schedule for FY 1920
 PASSED UNANIMOUSLY (ALL)
- 01:56 6. **DISCUSSION ITEMS (*no action will be taken*)**
 A. Annual Self-Assessment of the Governing Board
- 01:51:50 7. **PERSONNEL**
 A. Annual goals of the Superintendent, Daniel Streeter
 [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]

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

8. ANNOUNCEMENTS

- A. Next Scheduled Board Meetings are:

The Governing Board returned to open session at approximately 9:02 PM. President Ryan Gray noted upcoming meetings as:

October 15, 2019	6:30 p.m.	Regular Meeting	@ Humboldt Elementary
November 12, 2019	6:30 p.m.	Regular Meeting	@ Lake Valley Elementary
December 10, 2019	6:30 p.m.	Regular Meeting	@ Mountain View Elementary

9. ADJOURNMENT

Board Member Suzie Roth motioned to adjourn the meeting, and Board Member Paul Ruwald seconded the motion. The meeting was adjourned at 9:04 PM.

Respectfully Submitted,

Rebecca L. Cooley
Governing Board Secretary

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CONSENT

Item 8D.

Monthly Budget Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

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

FROM: Cynthia Windham
Finance Director Reading

DATE: Oct. 15, 2019 Discuss

SUBJECT: Monthly Budgets - Board Report Action

Consent X

OBJECTIVE: Goal #2 - Planning for Future Student Needs

SUPPORTING DATA:

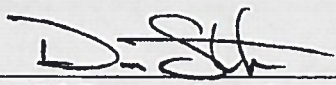
Attached is the monthly Expenditure Budget Balance Report.

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

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

Fund:	001	MAINT & OPER FUNDS	<input checked="" type="checkbox"/> Summary Only		From Date: 7/1/2019		To Date: 10/7/2019	
			Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
		Fund 001 Total:	\$35,292,511.00	\$6,228,422.90	\$6,228,422.90	\$29,064,088.10	\$25,929,494.58	\$3,134,593.52 8.88%
	011	CLASSROOM-BASE SAL						
		Fund 011 Total:	\$677,139.98	\$0.00	\$0.00	\$677,139.98	\$0.00	\$677,139.98 100.00%
	012	CLASSROOM-PERF PAY						
		Fund 012 Total:	\$1,476,645.64	\$0.00	\$0.00	\$1,476,645.64	\$0.00	\$1,476,645.64 100.00%
	013	CLASSROOM-OTHER						
		Fund 013 Total:	\$1,954,068.38	\$361.38	\$361.38	\$1,953,707.00	\$0.00	\$1,953,707.00 99.98%
	021	INDIAN GAMING-INSTRUCTION IMPROV						
		Fund 021 Total:	\$64,608.12	\$0.00	\$0.00	\$64,608.12	\$0.00	\$64,608.12 100.00%
	022	INDIAN GAMING-INSTRUCTIONAL IMPROV						
		Fund 022 Total:	\$271.00	\$0.00	\$0.00	\$271.00	\$0.00	\$271.00 100.00%
	024	INDIAN GAMING - INSTRUCTIONAL IMPROV						
		Fund 024 Total:	\$435,190.25	\$36,809.02	\$36,809.02	\$398,381.23	\$167,693.17	\$230,688.06 53.01%
	071	SEI - STRUCTURED ENGLISH IMMERSION						
		Fund 071 Total:	\$157,842.52	\$26,717.92	\$26,717.92	\$131,124.60	\$133,017.84	(\$1,893.24) -1.20%
	110	TITLE 1 LEA						
		Fund 110 Total:	\$395,371.00	\$82,876.97	\$82,876.97	\$312,494.03	\$72,026.99	\$240,467.04 60.82%
	111	TITLE 1 LEA						
		Fund 111 Total:	\$1,412,334.50	\$201,126.21	\$201,126.21	\$1,211,208.29	\$1,013,015.53	\$198,192.76 14.03%
	140	TITLE II-IMPROV TEACHER QUAL(14/15)						
		Fund 140 Total:	\$170,408.00	\$47,486.61	\$47,486.61	\$122,921.39	\$17,260.90	\$105,660.49 62.00%
	141	TITLE II-IMPROV TEACHER QUAL(15/16)						

Rev'd
gtd

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description		Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	162	Fund 141 Total:	\$272,032.37	\$16,884.99	\$16,884.99	\$255,147.38	\$185,813.58 68.31%
		TITLE IV-A STUDENT SUPPORT & ACADEMIC I					
		Fund 162 Total:	\$10,667.99	\$0.00	\$0.00	\$10,667.99	\$10,667.99 100.00%
Fund:	163	TITAL IV-A, STUDENT SUPPORT & ENRICHME					
		Fund 163 Total:	\$22,200.00	\$0.00	\$0.00	\$22,200.00	\$22,200.00 100.00%
Fund:	190	TITLE III LEP PROGRAM					
		Fund 190 Total:	\$42,763.00	\$523.74	\$523.74	\$42,239.26	\$36,739.95 85.92%
Fund:	191	TITLE III LEP PROGRAM (FY20)					
		Fund 191 Total:	\$31,408.68	\$3,170.00	\$3,170.00	\$28,238.68	\$24,383.68 77.63%
Fund:	195	TARGETED SUPPORT & IMPROVEMENT GRN					
		Fund 195 Total:	\$27,900.71	\$15,899.21	\$15,899.21	\$12,001.50	\$9,303.00 33.34%
Fund:	196	TARGETED SUPPORT & IMPROVEMENT GRN					
		Fund 196 Total:	\$42,500.00	\$0.00	\$0.00	\$42,500.00	\$42,500.00 100.00%
Fund:	220	IDEA - BASIC - ENT					
		Fund 220 Total:	\$1,012,999.93	\$161,244.99	\$161,244.99	\$851,754.94	\$32,238.69 3.18%
Fund:	221	IDEA - PRESCHOOL GRANT					
		Fund 221 Total:	\$27,230.98	\$4,321.80	\$4,321.80	\$22,909.18	\$8,724,822.36 32.04%
Fund:	260	CTE BASIC GRANT					
		Fund 260 Total:	\$114,183.49	\$4,527.65	\$4,527.65	\$109,655.84	\$97,795.59 85.65%
Fund:	261	CTE BASIC GRANT					
		Fund 261 Total:	\$107,128.84	\$3,815.76	\$3,815.76	\$103,313.08	\$49,329.36 46.05%
Fund:	290	MEDICAID OUTREACH					
		Fund 290 Total:	\$50,607.41	\$7,054.23	\$7,054.23	\$43,553.18	\$32,065.88

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: 10/7/2019	Budget Balance
Account Number / Description	Budget	Range To Date	YTD	Balance	% Remaining Bud
Fund: 291	MEDICAID DIRECT				63.36%
	Fund 291 Total:	\$143,893.25	\$143,893.25	\$1,052,206.40	\$621,780.98
Fund: 349	NAT'L FOREST FEES				51.98%
	Fund 349 Total:	\$127,800.49	\$127,800.49	\$961,084.31	\$467,736.24
Fund: 353	TAYLOR GRAZING				42.96%
	Fund 353 Total:	\$6,077.11	\$6,077.11	\$81,635.89	\$55,228.81
Fund: 354	LEADERS FOR SCHOOL WELLNESS SUBGRA				62.97%
	Fund 354 Total:	\$9,441.80	\$9,441.80	\$47,953.50	\$6,707.20
Fund: 374	E-RATE				11.69%
	Fund 374 Total:	\$0.00	\$0.00	\$101,097.91	\$101,097.91
Fund: 400	CTE PRIORITY PROGRAM				100.00%
	Fund 400 Total:	\$1,528.84	\$1,528.84	\$24,553.47	\$14,533.07
Fund: 435	ACADEMIC CONTESTS				55.72%
	Fund 435 Total:	\$0.00	\$0.00	\$1,134.04	\$1,134.04
Fund: 450	GIFTED				100.00%
	Fund 450 Total:	\$25.00	\$25.00	\$4,091.46	\$228.07
Fund: 456	COLLEGE CREDIT BY EXAMINATION INCENTIV				5.54%
	Fund 456 Total:	\$0.00	\$0.00	\$21,596.43	\$21,596.43
Fund: 457	RESULTS - BASED FUNDING				100.00%
	Fund 457 Total:	\$20,237.36	\$20,237.36	\$70,512.63	\$47,119.20
Fund: 485	WRP				51.92%
	Fund 485 Total:	\$38,463.94	\$38,463.94	\$195,027.70	\$59,662.27
					25.55%

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:

10/7/2019

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund: 500						
SCH PLANT- > 1 YR						
Fund 500 Total:	\$128,246.14	\$3,341.10	\$3,341.10	\$124,905.04	\$45,931.10	\$78,973.94 61.58%
Fund: 510						
FOOD SERVICE						
Fund 510 Total:	\$2,770,515.25	\$551,106.74	\$551,106.74	\$2,219,408.51	\$2,219,408.51	\$0.00 0.00%
Fund: 515						
CIVIC CENTER						
Fund 515 Total:	\$129,072.52	\$35,688.32	\$35,688.32	\$93,384.20	\$12,440.81	\$80,943.39 62.71%
Fund: 522						
BEFORE/AFTER SCHOOL PROGRAM						
Fund 522 Total:	\$140,827.25	\$15,110.40	\$15,110.40	\$125,716.85	\$68,324.46	\$57,392.39 40.75%
Fund: 523						
BRIGHT FUTURES PRESCHOOL						
Fund 523 Total:	\$155,045.59	\$27,877.17	\$27,877.17	\$127,168.42	\$124,700.84	\$2,467.58 1.59%
Fund: 525						
AUX OPERATIONS						
Fund 525 Total:	\$626,279.89	\$53,414.44	\$53,414.44	\$572,865.45	\$130,485.44	\$442,380.01 70.64%
Fund: 526						
ACT FEES TAX CRED						
Fund 526 Total:	\$601,879.61	\$22,896.15	\$22,896.15	\$578,983.46	\$50,673.12	\$528,310.34 87.78%
Fund: 530						
GIFTS & DONATIONS						
Fund 530 Total:	\$136,893.72	\$5,538.35	\$5,538.35	\$131,355.37	\$3,850.19	\$127,505.18 93.14%
Fund: 540						
FINGERPRINT						
Fund 540 Total:	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43 100.00%
Fund: 550						
INSURANCE PROCEEDS						
Fund 550 Total:	\$315,648.28	\$0.00	\$0.00	\$315,648.28	\$0.00	\$315,648.28 100.00%
Fund: 551						
INSURANCE - AEI						
Fund 551 Total:	\$50,250.14	\$902.84	\$902.84	\$49,347.30	\$7,221.55	\$42,125.75 83.83%
Fund: 555						
TEXTBOOKS						

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: 10/7/2019		
		Budget	Range To Date	YTD	Balance	Budget Balance Encumbrance % Remaining Bud
Fund:	555	\$21,246.01	\$0.00	\$0.00	\$21,246.01	\$21,246.01 100.00%
	Fund 555 Total:					
Fund:	565	\$26,154.34	\$0.00	\$0.00	\$26,154.34	\$26,154.34 100.00%
	Fund 565 Total:					
Fund:	570	\$1,496,778.86	\$143,068.90	\$143,068.90	\$1,353,709.96	\$704,239.11 47.05%
	Fund 570 Total:					
Fund:	575	\$108,840.32	\$0.00	\$0.00	\$108,840.32	\$108,840.32 100.00%
	Fund 575 Total:					
Fund:	590	\$21,928.90	\$0.00	\$0.00	\$21,928.90	\$21,928.90 100.00%
	Fund 590 Total:					
Fund:	595	\$5,810.91	\$0.00	\$0.00	\$5,810.91	\$5,810.91 100.00%
	Fund 595 Total:					
Fund:	596	\$1,097,776.55	\$58,258.79	\$58,258.79	\$1,039,517.76	\$871,108.50 79.35%
	Fund 596 Total:					
Fund:	610	\$3,302,242.84	\$1,529,423.17	\$1,529,423.17	\$1,772,819.67	\$1,552,013.87 47.00%
	Fund 610 Total:					
Fund:	630	\$317,148.64	\$296,451.93	\$296,451.93	\$20,696.71	\$19,910.61 6.28%
	Fund 630 Total:					
Fund:	650	\$13,622.22	\$0.00	\$0.00	\$13,622.22	\$13,622.22 100.00%
	Fund 650 Total:					
Fund:	665	\$341,231.82	\$0.00	\$0.00	\$341,231.82	\$341,231.82 100.00%
	Fund 665 Total:					
Fund:	691	\$294,955.00	\$178,760.00	\$178,760.00	\$116,195.00	\$0.00
	Fund 691 Total:					

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:

10/7/2019

Budget Balance

% Remaining Bud

0.00%

Fund: 700 DEBT SERVICE FUNDS

Fund 700 Total:

Fund: 850 STUDENT ACTIVITIES

Fund 850 Total:

Fund: 855 EMPLOYEE INSURANCE

Fund 855 Total:

Grand Total:

End of Report

CONSENT Item 8E.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 E
FROM:	Cynthia Windham, Executive Director of Finance	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Student Activities - Board Report	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	
<hr/>		

SUPPORTING DATA:

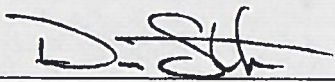
Attached is the monthly Student Activities Report.

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

SUMMARY & RECOMMENDATION:

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

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

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

From Date: 7/1/2018 To Date: 9/30/2019

☐ 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	\$7,691.91	\$0.00	\$0.00	\$7,691.91	\$0.00	\$7,691.91 100.00%
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	\$7,691.91	\$1,978.97	\$1,978.97	\$5,712.94	\$0.00	\$5,712.94 74.27%
	UNIT: LVES - 110	\$7,691.91	\$1,978.97	\$1,978.97	\$5,712.94	\$0.00	\$5,712.94 74.27%
850.100.1000.6000.120.1319	GENERIC EXPENSE	\$3,797.78	\$0.00	\$0.00	\$3,797.78	\$0.00	\$3,797.78 100.00%
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	\$3,797.78	\$1,526.19	\$1,526.19	\$2,271.59	\$0.00	\$2,271.59 59.81%
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	\$7,407.79	\$2,863.30	\$2,863.30	\$4,544.49	\$0.00	\$4,544.49 61.35%
850.100.1000.6000.125.1319	GENERIC EXPENSE	\$12,963.05	\$0.00	\$0.00	\$12,963.05	\$0.00	\$12,963.05 100.00%
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	\$12,963.05	\$10,447.68	\$10,447.68	\$2,515.37	\$0.00	\$2,515.37 19.40%
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	\$14,004.49	\$11,074.63	\$11,074.63	\$2,929.86	\$0.00	\$2,929.86 20.92%
850.100.1000.6000.131.1319	GENERIC EXPENSE	\$5,025.02	\$0.00	\$0.00	\$5,025.02	\$0.00	\$5,025.02 100.00%
	COURSE: STUDENT COUNCIL - 1319	\$5,025.02	\$0.00	\$0.00	\$5,025.02	\$0.00	\$5,025.02 100.00%
	UNIT: HES - 131	\$5,025.02	\$0.00	\$0.00	\$5,025.02	\$0.00	\$5,025.02 100.00%
850.100.1000.6000.132.1319	GENERIC EXPENSE	\$3,071.31	\$0.00	\$0.00	\$3,071.31	\$0.00	\$3,071.31 100.00%
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	\$3,071.31	\$782.75	\$782.75	\$2,288.56	\$0.00	\$2,288.56 74.51%
	UNIT: MVES - 132	\$3,071.31	\$782.75	\$782.75	\$2,288.56	\$0.00	\$2,288.56 74.51%
850.100.1000.6000.133.1319	GENERIC EXPENSE	\$1,729.87	\$0.00	\$0.00	\$1,729.87	\$0.00	\$1,729.87 100.00%
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	\$1,729.87	\$184.79	\$184.79	\$1,545.08	\$0.00	\$1,545.08 89.32%
	UNIT: CSES - 133	\$1,729.87	\$184.79	\$184.79	\$1,545.08	\$0.00	\$1,545.08 89.32%

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

From Date: 7/1/2018 To Date: 9/30/2019
☐ 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
850.100.1000.6000.134.1319	GENERIC EXPENSE	\$3,434.80	\$0.00	\$0.00	\$3,434.80	\$0.00	\$3,434.80	100.00%
850.100.1000.6610.134.1319	GENERAL SUPPLIES	\$0.00	\$259.17	\$259.17	(\$259.17)	\$0.00	(\$259.17)	0.00%
850.610.1000.6610.134.1319	GENERAL SUPPLIES	\$0.00	\$389.72	\$389.72	(\$389.72)	\$0.00	(\$389.72)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$3,434.80	\$648.89	\$648.89	\$2,785.91	\$0.00	\$2,785.91	81.11%
	UNIT: LTS - 134	\$3,434.80	\$648.89	\$648.89	\$2,785.91	\$0.00	\$2,785.91	81.11%
850.100.1000.6000.135.1319	GENERIC EXPENSE	\$764.71	\$0.00	\$0.00	\$764.71	\$0.00	\$764.71	100.00%
	COURSE: STUDENT COUNCIL - 1319	\$764.71	\$0.00	\$0.00	\$764.71	\$0.00	\$764.71	100.00%
	UNIT: GRANVILLE ELEMENTARY SCHOOL - 135	\$764.71	\$0.00	\$0.00	\$764.71	\$0.00	\$764.71	100.00%
850.100.1000.6000.230.1311	GENERIC EXPENSE	\$1,365.47	\$0.00	\$0.00	\$1,365.47	\$0.00	\$1,365.47	100.00%
850.610.1000.6610.230.1311	GENERAL SUPPLIES	\$0.00	\$986.33	\$986.33	(\$986.33)	\$0.00	(\$986.33)	0.00%
850.610.1000.6810.230.1311	DUES AND FEES	\$0.00	\$115.62	\$115.62	(\$115.62)	\$0.00	(\$115.62)	0.00%
	COURSE: HOSA/SPORTS MEDICINE - 1311	\$1,365.47	\$1,101.95	\$1,101.95	\$263.52	\$0.00	\$263.52	19.30%
850.000.0000.1702.230.1316	RETURNED DEPOSITED CHECK (1700)	\$0.00	\$40.00	\$40.00	(\$40.00)	\$0.00	(\$40.00)	0.00%
850.100.1000.6000.230.1316	GENERIC EXPENSE	\$6,553.51	\$0.00	\$0.00	\$6,553.51	\$0.00	\$6,553.51	100.00%
850.100.1000.6810.230.1316	DUES AND FEES	\$0.00	\$12.00	\$12.00	(\$12.00)	\$0.00	(\$12.00)	0.00%
850.610.1000.6610.230.1316	GENERAL SUPPLIES	\$0.00	\$674.45	\$674.45	(\$674.45)	\$0.00	(\$674.45)	0.00%
850.610.1000.6810.230.1316	DUES AND FEES	\$0.00	\$880.00	\$880.00	(\$880.00)	\$0.00	(\$880.00)	0.00%
850.610.1000.6890.230.1316	MISC EXPENDITURES	\$0.00	\$2,561.00	\$2,561.00	(\$2,561.00)	\$0.00	(\$2,561.00)	0.00%
	COURSE: HOSA/NURSING - 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	\$24,453.44	\$0.00	\$0.00	\$24,453.44	\$0.00	\$24,453.44	100.00%
850.100.2660.6184.230.1319	CLASSIFIED - OVER CONTRACT HRS	\$0.00	\$28.75	\$28.75	(\$28.75)	\$0.00	(\$28.75)	0.00%
850.100.2660.6221.230.1319	SOC SEC - OASDI	\$0.00	\$1.78	\$1.78	(\$1.78)	\$0.00	(\$1.78)	0.00%
850.100.2660.6222.230.1319	MEDICARE-HOSP INS	\$0.00	\$0.42	\$0.42	(\$0.42)	\$0.00	(\$0.42)	0.00%
850.100.2660.6231.230.1319	STATE RETIREMENT	\$0.00	\$3.35	\$3.35	(\$3.35)	\$0.00	(\$3.35)	0.00%
850.100.2660.6232.230.1319	LNG-TRM DISABILITY	\$0.00	\$0.04	\$0.04	(\$0.04)	\$0.00	(\$0.04)	0.00%
850.100.2660.6260.230.1319	WORKERS' COMP	\$0.00	\$1.09	\$1.09	(\$1.09)	\$0.00	(\$1.09)	0.00%
850.400.2710.6510.230.1319	STUDENT TRANS SVS	\$0.00	\$412.02	\$412.02	(\$412.02)	\$0.00	(\$412.02)	0.00%
850.610.1000.6610.230.1319	GENERAL SUPPLIES	\$0.00	\$3,755.45	\$3,755.45	(\$3,755.45)	\$0.00	(\$3,755.45)	0.00%
850.610.1000.6810.230.1319	DUES AND FEES	\$0.00	\$190.00	\$190.00	(\$190.00)	\$0.00	(\$190.00)	0.00%
850.610.1000.6890.230.1319	MISC EXPENDITURES	\$0.00	\$5,387.34	\$5,387.34	(\$5,387.34)	\$0.00	(\$5,387.34)	0.00%
850.610.2190.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$733.00	\$733.00	(\$733.00)	\$0.00	(\$733.00)	0.00%
850.610.2660.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$336.00	\$336.00	(\$336.00)	\$0.00	(\$336.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$24,453.44	\$10,979.24	\$10,979.24	\$13,474.20	\$0.00	\$13,474.20	55.10%
850.100.1000.6000.230.1320	GENERIC EXPENSE	\$37.29	\$0.00	\$0.00	\$37.29	\$0.00	\$37.29	100.00%
	COURSE: UPWARD BOUND WARRIORS - 1320	\$37.29	\$0.00	\$0.00	\$37.29	\$0.00	\$37.29	100.00%
850.100.1000.6000.230.1361	GENERIC EXPENSE	\$9,399.41	\$0.00	\$0.00	\$9,399.41	\$0.00	\$9,399.41	100.00%
850.400.2710.6510.230.1361	STUDENT TRANS SVS	\$0.00	\$197.07	\$197.07	(\$197.07)	\$0.00	(\$197.07)	0.00%
850.610.1000.6610.230.1361	GENERAL SUPPLIES	\$0.00	\$4,265.80	\$4,265.80	(\$4,265.80)	\$0.00	(\$4,265.80)	0.00%
850.610.1000.6810.230.1361	DUES AND FEES	\$0.00	\$1,824.11	\$1,824.11	(\$1,824.11)	\$0.00	(\$1,824.11)	0.00%
	COURSE: MU ALPHA THETA - 1361	\$9,399.41	\$6,286.98	\$6,286.98	\$3,112.43	\$0.00	\$3,112.43	33.11%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2018-2019

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2018

To Date: 9/30/2019

☒ 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
850.100.1000.6000.230.1362	GENERIC EXPENSE	\$2,451.80	\$0.00	\$0.00	\$2,451.80	\$0.00	\$2,451.80	100.00%
850.610.1000.6610.230.1362	GENERAL SUPPLIES	\$0.00	\$319.48	\$319.48	(\$319.48)	\$0.00	(\$319.48)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$2,451.80	\$319.48	\$319.48	\$2,132.32	\$0.00	\$2,132.32	86.97%
850.100.1000.6000.230.1363	GENERIC EXPENSE	\$351.86	\$0.00	\$0.00	\$351.86	\$0.00	\$351.86	100.00%
	COURSE: ART - 1363	\$351.86	\$0.00	\$0.00	\$351.86	\$0.00	\$351.86	100.00%
850.100.1000.6000.230.1364	GENERIC EXPENSE	\$2,865.38	\$0.00	\$0.00	\$2,865.38	\$0.00	\$2,865.38	100.00%
850.610.1000.6610.230.1364	GENERAL SUPPLIES	\$0.00	\$1,374.95	\$1,374.95	(\$1,374.95)	\$0.00	(\$1,374.95)	0.00%
	COURSE: AVID - 1364	\$2,865.38	\$1,374.95	\$1,374.95	\$1,490.43	\$0.00	\$1,490.43	52.02%
850.000.0000.1701.230.1368	REFUND	\$0.00	\$45.00	\$45.00	(\$45.00)	\$0.00	(\$45.00)	0.00%
850.100.1000.6000.230.1368	GENERIC EXPENSE	\$3,568.79	\$0.00	\$0.00	\$3,568.79	\$0.00	\$3,568.79	100.00%
850.610.1000.6610.230.1368	GENERAL SUPPLIES	\$0.00	\$713.79	\$713.79	(\$713.79)	\$0.00	(\$713.79)	0.00%
850.610.1000.6890.230.1368	MISC EXPENDITURES	\$0.00	\$2,250.00	\$2,250.00	(\$2,250.00)	\$0.00	(\$2,250.00)	0.00%
	COURSE: DECA - 1368	\$3,568.79	\$3,008.79	\$3,008.79	\$560.00	\$0.00	\$560.00	15.69%
850.100.1000.6000.230.1375	GENERIC EXPENSE	\$6,063.07	\$0.00	\$0.00	\$6,063.07	\$0.00	\$6,063.07	100.00%
850.400.2710.6510.230.1375	STUDENT TRANS SVS	\$0.00	\$817.62	\$817.62	(\$817.62)	\$0.00	(\$817.62)	0.00%
850.610.1000.6610.230.1375	GENERAL SUPPLIES	\$0.00	\$423.80	\$423.80	(\$423.80)	\$0.00	(\$423.80)	0.00%
850.610.1000.6890.230.1375	MISC EXPENDITURES	\$0.00	\$327.50	\$327.50	(\$327.50)	\$0.00	(\$327.50)	0.00%
850.610.2190.6340.230.1375	TECHNICAL SERVICES	\$0.00	\$99.12	\$99.12	(\$99.12)	\$0.00	(\$99.12)	0.00%
	COURSE: INTERACT - 1375	\$6,063.07	\$1,668.04	\$1,668.04	\$4,395.03	\$0.00	\$4,395.03	72.49%
850.100.1000.6000.230.1378	GENERIC EXPENSE	\$33.48	\$0.00	\$0.00	\$33.48	\$0.00	\$33.48	100.00%
	COURSE: FRENCH CLUB - 1378	\$33.48	\$0.00	\$0.00	\$33.48	\$0.00	\$33.48	100.00%
850.100.1000.6000.230.1383	GENERIC EXPENSE	\$743.01	\$0.00	\$0.00	\$743.01	\$0.00	\$743.01	100.00%
850.610.1000.6610.230.1383	GENERAL SUPPLIES	\$0.00	\$492.91	\$492.91	(\$492.91)	\$0.00	(\$492.91)	0.00%
850.610.1000.6810.230.1383	DUES AND FEES	\$0.00	\$70.00	\$70.00	(\$70.00)	\$0.00	(\$70.00)	0.00%
	COURSE: NATIONAL ART HONOR SOCIETY - 1383	\$743.01	\$562.91	\$562.91	\$180.10	\$0.00	\$180.10	24.24%
850.100.1000.6000.230.1398	GENERIC EXPENSE	\$313.44	\$0.00	\$0.00	\$313.44	\$0.00	\$313.44	100.00%
850.610.1000.6810.230.1398	DUES AND FEES	\$0.00	\$132.47	\$132.47	(\$132.47)	\$0.00	(\$132.47)	0.00%
	COURSE: SKILLS USA COMMUNICATION MEDIA - 1398	\$313.44	\$132.47	\$132.47	\$180.97	\$0.00	\$180.97	57.74%
850.100.1000.6000.230.1403	GENERIC EXPENSE	\$4,766.47	\$0.00	\$0.00	\$4,766.47	\$0.00	\$4,766.47	100.00%
850.610.1000.6610.230.1403	GENERAL SUPPLIES	\$0.00	\$2,523.56	\$2,523.56	(\$2,523.56)	\$0.00	(\$2,523.56)	0.00%
	COURSE: P.A.L.S. - 1403	\$4,766.47	\$2,523.56	\$2,523.56	\$2,242.91	\$0.00	\$2,242.91	47.06%
850.100.1000.6000.230.1405	GENERIC EXPENSE	\$20.11	\$0.00	\$0.00	\$20.11	\$0.00	\$20.11	100.00%
	COURSE: BASEBALL - 1405	\$20.11	\$0.00	\$0.00	\$20.11	\$0.00	\$20.11	100.00%
850.100.1000.6000.230.1432	GENERIC EXPENSE	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
	COURSE: GIRLS BASKETBALL - 1432	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
850.100.1000.6000.230.1469	GENERIC EXPENSE	\$60.69	\$0.00	\$0.00	\$60.69	\$0.00	\$60.69	100.00%
	COURSE: G.O.A.L.S. CLUB - 1469	\$60.69	\$0.00	\$0.00	\$60.69	\$0.00	\$60.69	100.00%
	UNIT: BMHS - 230	\$63,262.89	\$32,125.82	\$32,125.82	\$31,137.07	\$0.00	\$31,137.07	49.22%

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

☒ Filter Encumbrance Detail by Date Range

From Date: 7/1/2018 To Date: 9/30/2019

Account Number

Description

Grand Total:

GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Bud
\$106,392.79	\$49,659.15	\$49,659.15	\$56,733.64	\$0.00	\$56,733.64 53.32%

End of Report

CONSENT

Item 8F.

Annual Financial Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8 F
FROM: Cynthia Windham Reading
DATE: Oct. 15, 2019 Discuss
SUBJECT: Approval of Annual Financial Report – FY 18-19 Action
Consent X

OBJECTIVE: Goal #2 - Planning for Future Student Needs

SUPPORTING DATA:

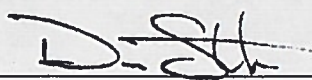
The Annual Financial Report provides a summary of all district accounts in a standard format set forth by the Auditor General's office. All transactions that occur throughout the year, such as payroll vouchers and accounts payable vouchers are summarized into the appropriate categories and transmitted to the Arizona Department of Education.

All account balances reflect beginning fund balances, revenues, actual expenditures and ending fund balances for all funds utilized by the District during the FY 18-19 school year. *(The final document will be provided at the Board meeting.)*

SUMMARY & RECOMMENDATION:

It is recommended that the HUSD Governing Board approve the Annual Financial Report for the fiscal year 2018-19.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director

CONSENT

Item 8G.

**NACOG-Head Start
Annual Contract
Food Service Provider FY 19-20**

HUMBOLDT UNIFIED SCHOOL DISTRICT

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

FROM: Jody Buckle, Director of Food and Nutrition Reading
Cynthia Windham, Director of Finance

DATE: October 15, 2019 Discuss

SUBJECT: NACOG – Head Start Action
Annual Contract Renewal – Food Service Provider
Consent X

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

SUPPORTING DOCUMENTATION:

Attached is the annual contract renewal between Northern Arizona Council of Governments – Head Start and Humboldt Unified School District – Food Service Department.

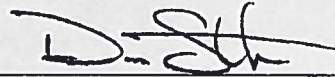
The District currently provides food service to NACOG Head Start on a contract basis.

The District bills NACOG a per meal price, which generates additional revenue sufficient to off-set the costs charged to NACOG, as well as, provides some additional funds. Meals are delivered to off-site NACOG classes, actual miles are charged at \$.445.

SUMMARY & RECOMMENDATION:

It is recommended the Governing Board renew the annual contract between Northern Arizona Council of Governments and Humboldt Unified School District for the purpose of providing meal service.

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Please direct questions to Jody Buckle, Director of Food and Nutrition 928-759-5012
or Cynthia Windham 928-759-4027

STANDARD AGREEMENT TO PROVIDE FOOD SERVICE BETWEEN A CHILD CARE INSTITUTION AND A CATERER

This agreement ("Agreement") is entered into on **October 1, 2019**, by and between **NACOG Head Start** ("Institution"), CTD# 03-26-02, and **HUMBOLDT UNIFIED SCHOOL DISTRICT** ("Caterer") for meals in accordance with the rules and regulations of the Child and Adult Care Food Program (CACFP). The total estimated contract amount is **\$90,000**.

BACKGROUND

Whereas, it is not within the capability of the Institution to prepare specified meals under the Child and Adult Care Food Program (CACFP);

Whereas, the facilities and capabilities of the Caterer are adequate to prepare and deliver specified meals to the Institution's facility(s); and whereas, the Caterer is willing to provide such services to the Institution on a fixed-fee basis.

Therefore, both parties agree as follows:

AGREEMENT

1. Terms and Conditions.

- 1.1. Duration. This Agreement shall become effective after both parties sign it and the Arizona Department of Education (ADE) approves it. The Caterer shall provide meals during the period **starting on October 1, 2019 and ending on September 30, 2020**.
- 1.2. Food Services. The Caterer agrees to prepare **breakfast/lunch/snacks** for delivery and/or serving to the site(s) specified in Paragraph 1.3 per the menu planning requirement specified in Paragraph 2.3. The Institution has approved the menu, which is incorporated into this Agreement by this reference.
- 1.3. Service Site(s). For the purpose of this Agreement, the Caterer shall make meals for delivery and/or serving that comply with the CACFP and this Agreement to the food service site(s) **at the following location(s): Prescott Valley Head Start, Prescott Valley Early Head Start, Nye Child and Family Development Center, and Humboldt Head Start.**
- 1.4. Delivery Requirements. The Caterer shall make deliveries of the meals within the hours and on the days designated below. The Caterer shall make deliveries only to the authorized site(s) listed in Paragraph 1.3 on the following **day(s) and time(s): All centers Monday-Thursdays at 7:30 AM and 10:30 AM; Prescott Valley Early Head Start on Fridays at 7:30 AM and 10:30 AM.** 7 CFR 226.6(i)(8)
- 1.5. Price. The Caterer's price for each meal type based on the written estimate of meals needed that the Institution provides, except as provided in Paragraph 2.7, are as follows:

Each breakfast meal is	\$ <u>1.78</u>
Each lunch meal is	\$ <u>3.19</u>
Each supper meal is	\$ <u>N/A</u>
And each snack meal is	\$ <u>0.87 (Humboldt Head Start only)</u>
Delivery Per Actual Miles Traveled	\$0.445/mile

2. Program Regulations.

- 2.1. Program Regulations. The Caterer shall be in conformance with all applicable portions of the Institution's agreement under the program. 7 CFR 226.6(i)(6)
- 2.2. Menu Preparation and Approval.
 - 2.2.1 The Caterer must provide menus to the Institution on a weekly basis if no cycle menus are used; or, if cycle menus are used, they must be furnished monthly or as the cycle runs. 7 CFR 226.6 (i)(4)

- 2.2.2 The Caterer shall provide the Institution, for approval, a proposed menu for the operational period, at least **14 business days** prior to the beginning of the period to which the menu applies.
 - 2.2.3 The Institution shall notify the Caterer in writing within **5 days** of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.
 - 2.2.4 Any changes to the menu made after Institution approval must be agreed upon by the Institution and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties.
 - 2.2.5 The Caterer shall adjust the menus at the request of the Institution whenever the Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of
 - (1) a monotonous diet resulting from items served frequently or the similarity to other items;
 - (2) the nutritional needs of the participants;
 - (3) susceptibility to spoilage; and
 - (4) excessive waste resulting from unpopularity of items with participants.
 - 2.2.6 Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the participants in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.
- 2.3 Food Preparation.
- 2.3.1 The Caterer shall assure that each meal provided to the Institution under this Agreement meets the minimum requirements as to the meal pattern and nutritional content as specified and approved by the CACFP.
 - 2.3.2 All meals served under the Program shall meet the requirements of 7 CFR 226.20.
 - 2.3.2. The Caterer shall work with the Institution in regards to requests made to meet USDA and ADE menu and meal pattern best practices.
 - 2.3.3. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the SA (State Agency) determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the SA (State Agency) may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the SA (State Agency) has evidence indication that this requirement necessary to ensure compliance with 226.20. 7 CFR 226.6(i)(11)
- 2.4. Meal Accommodations.
- 2.4.1. The Institution is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate participants with disabilities. Modifications would include providing special meals, at no extra charge, to participants with a disability when the disability restricts the participant's diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. USDA Memo SP 59-2016
 - 2.4.2. The Institution and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for participants with disabilities and to resolve grievances. 7 CFR 15b.25 and 7 CFR 15b.6(b)
- 2.5. Meal Estimates.
- 2.5.1. The Institution shall provide in writing, no later than **14 days** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to Institution each day.

- 2.5.2. The Caterer shall allow the Institution to increase or decrease the number of meal orders, as needed, when the request is made in writing within 24 hours of the scheduled delivery time. 7 CFR 226.6(i)(9)
- 2.5.3. Errors in meal order counts made by the Institution shall be the sole responsibility of the Institution.
- 2.6. Meal Delivery.
- 2.6.1. The Caterer meal delivery vehicle must be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.
- 2.6.2. During the transportation of meals, hot foods that are potentially hazardous must be kept at a minimum temperature of 135° F at all times.
- 2.6.3. During the transportation of meals, cold foods that are potentially hazardous must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures below 41° F.
- 2.6.4. The Caterer must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Caterer's temperature logs must be made available to the Institution once requested.
- 2.7. Unacceptable Meal. The Institution shall be responsible for informing the Caterer of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours.
- 2.8. Recordkeeping. 7 CFR 226.15(e)
- 2.8.1. The Caterer shall maintain full and accurate records/production worksheets that document:
- (1) the menus provided to the Institution during the term of this Agreement,
 - (2) a listing of all components of each meal, and
 - (3) an itemization of the quantities and portion sizes of each component used to prepare each meal.
- 2.8.2. The Caterer agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture ("USDA") Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
- 2.8.3. The Caterer shall also maintain and make available:
- (1) Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served;
 - (2) Records of nutrition information for whole grain rich foods, breakfast cereals, and yogurts. See Exhibit A for specific record types. HNS Memo #27-2018
 - (3) Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal preparation records;
 - (4) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Institution. Meal count documentation must include the number of meals requested by the Institution in writing.
- 2.8.4. The Institution shall assure records are being completed daily and kept on file.

2.9. Record Retention.

- 2.9.1. The Caterer shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement.
- 2.9.2. The Caterer shall, upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Institution, representatives of the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the USDA Office of Inspector General ("OIG") for audits or administrative reviews at a reasonable time and place.

2.10. Invoicing and Payment.

- 2.10.1. The Caterer shall present to the Institution an invoice accompanied by reports no later than the 15th day of each month which itemizes the previous month's delivery.
- 2.10.2. The Institution shall pay the Caterer by the 30th day of each month the full amount as presented on the monthly itemized invoice.
- 2.10.3. The Institution shall pay the Caterer for all meals delivered in accordance with the agreement.
- 2.10.4. The Institution shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice.
- 2.10.5. The Caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement.
- 2.10.6. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the Institution for any excess costs the Institution incurs by obtaining meals from another source.
7 CFR 226.6(i)(7)

Note: Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Caterer and the number of meals served by the Institution that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

2.11. Certifications.

- 2.11.2. **The Caterer shall provide the Institution with a copy of current health certifications for the food service facility in which it prepares meals.** The Caterer also agrees to notify the Institution of the results of any health inspection that is made during the duration of this Agreement.
- 2.11.3. The Caterer shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations.
- 2.11.4. The Caterer shall assure that that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. 7 CFR 226.6(i)(3)

2.12. Licenses. The Caterer shall maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Caterer. **The Caterer shall provide the Institution with a copy of the current Permit to Operate.**

2.13. Subcontracting. The Caterer shall not subcontract any portion of this Agreement.

3. Specific Institution Responsibilities.

3.1. Cleaning. The Institution shall be responsible for cleaning the eating areas daily.

3.2. Institution Representative Duties.

3.2.1. The Institution shall ensure that an Institution representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals.

3.2.2. The Institution Representative will verify the temperature, quality and quantity of each meal delivery.

3.2.3. The Institution assures the Caterer that the Institution Representative will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and with local health and safety codes.

3.3. Procurement:

3.3.1. The Institution will maintain a written code of conduct that prohibits real or apparent conflict of interest and disciplinary actions that are to be applied for violations of such standards. 2 CFR 200.318(c)(1)

3.3.2. The Institution will maintain written procurement procedures that ensure full and open competition exists to the maximum extent possible. 2 CFR 200.319

3.3.3. The Institution will conduct all procurement for the Child Nutrition Programs in accordance with 2 CFR 200.317-326.

4. General Terms.

4.1 Affordable Care Act. The Caterer understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Caterer shall bear sole responsibility for providing health care for its employees who provide service to the Institution as required by state or federal law.

4.2 Agreement Modification; Nonperformance or Default.

4.2.1 This Agreement constitutes the entire understanding between the Caterer and the Institution with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Institution and the Caterer. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Institution.

4.2.2 The Institution may, upon written notice of default to the Caterer, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (1) If the Caterer fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.
- (2) If the Caterer fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within forty-eight (48) hours after requested to do so.

4.3 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to

this agreement, amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

- 4.4 Applicable Law. The law of the State of Arizona shall govern this Agreement.
- 4.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 4.6 Audit. The Institution shall have the right, at its expense, to inspect the books and records of Caterer to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Caterer's place of business.
- 4.7 Cancellation. The Institution may cancel this Agreement under Arizona Revised Statutes §38-511 (Cancellation for conflict of interest - <http://www.azleg.state.az.us/ars/38/00511.htm>) for a violation of that statute. This notice complies with the requirements of that statute.
- 4.8 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- 4.9 Employment. The Caterer shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider.
- 4.10 Energy Policy and Conservation Act. The Caterer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.3016.36(i)(13))
- 4.11 E-Verify Requirement. The Caterer shall comply with all federal immigration laws and regulations relating to employees and shall comply with ARS 23-214, Subsection A (After December 21, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- 4.12 Indemnity.
- 4.12.1 The Caterer shall indemnify, defend and hold the Institution harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Caterer's negligent act or omission, theft by the Caterer's employees, or the negligent or intentional acts or omissions of the Caterer's agents or employees. The Caterer shall defend any suit against the Institution alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.
- 4.12.2 The Institution shall promptly notify the Caterer in writing of any claims against the Caterer or the Institution and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the Institution's consent. However, if the Caterer refuses or neglects to defend any such suit, the Institution may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.

4.13 Insurance.

4.13.1 The Caterer shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Caterer shall also name the Institution as additionally insured under the liability policy for the duration of the contract. And upon request, the Caterer will provide the Institution with a certificate evidencing such insurance coverage.

4.13.2 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement; and

4.13.3 Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Caterer's owned, hired, and non-owned vehicles.

4.14 Non-Discrimination. The Caterer shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. The Caterer agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

4.15 Payroll Taxes and Costs. The Caterer shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes and workers compensation costs.

4.16 Termination.

4.16.1 Either party may, at any time during the life of this Agreement, terminate this Agreement by giving thirty (30) days prior written notice to the other party of its intention to do so.

4.16.2 The Institution may terminate this Agreement upon written notice if the Caterer fails to fully comply with the terms and conditions.

4.16.3 All notices to the Institution shall be addressed to the Institution at the address listed on the signature page, and all notices to the Caterer shall be addressed to the Caterer at the address listed on the signature page.

4.17 Unavailability of Funds. The Institution may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Institution shall give the Caterer prompt written notice after it knows that funding will not be available.

4.18 Workers Compensation. The Caterer shall maintain a system of coverage for workers compensation in conformance with applicable state law covering all of its employees who may be employed in connection with food service provided to the Institution.

5. Caterer Certification Statements.

5.1 Certificate of Independent Price Determination. The Caterer admits that all prices in this agreement have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Caterer or with any other competitor certification regarding non-collusion. ***Complete and submit Certificate of Independent Price Determination form.***

- 5.2 Conflict of Interest. The Caterer's signature on this Agreement indicates there is no conflict of interest associated with the Award of this Agreement. No one employed by the Institution is related to or has any other personal or professional relationship with the Caterer and/or his/her family. 7 CFR 226.22(d)
- 5.3 Contract Work Hours and Safety Standard Act. The Caterer is required to follow Sections 103 and 107 of the Contract Work Hours and safety Standard Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). It requires the Caterer to pay employees overtime (one and one-half times their basic rate of pay) for all hours worked over forty (40) in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions.
- 5.4 Debarment, Suspension, Ineligibly and Voluntary Exclusion. By signing this agreement, the Caterer certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689.
- 5.5 Certification Regarding Lobbying. - NOT APPLICABLE SINCE CONTRACT IS UNDER \$100,000 - The Caterer must sign and submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities. The Caterer states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. *Complete and submit Lobbying and Lobbying Disclosure forms. (delete entire clause if the contract is under \$100,000)*
- 5.6 Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. - NOT APPLICABLE SINCE CONTRACT IS UNDER \$100,000 - The Caterer shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. Institution shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329). *(delete entire clause if the contract is under \$100,000)*
- 5.7 **ISRAEL BOYCOTT CERTIFICATION:**
Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by Northern Arizona Council of Governments up to and including termination of this Contract.

6. Signatures.

For the Institution:

For the Caterer:

Chris Fetzter, NACOG Executive Director _____
Name and Title of Representative

Name and Title of Representative

Signature

Signature

121 E Aspen Ave _____
Mailing Address: Street/PO Box

Mailing Address: Street/PO Box

Flagstaff, AZ 86001 _____
Mailing Address: City, State, Zip Code

Mailing Address: City, State, Zip Code

(928) 774-9504 _____
Telephone

Telephone

Chris.Fetzter@nacog.org _____
Email

Email

Date

Date

Summary of Recordkeeping Requirements

Sponsors must provide documentation that shows the nutrient content for meal pattern requirements and allow reviewers to clearly identify how each label connects to foods being served. You may make photocopies or cut from actual packaging.

Meal Pattern Recordkeeping	
Food Items	Recordkeeping Required
Whole Grain-Rich Foods	Product Label and at least one of the following: <ul style="list-style-type: none"> • “Whole Wheat” statement on the label* (<i>bread and pasta products only</i>) • Any State agency’s WIC-approved whole grain food list • Label that includes one of the FDA-approved Health Statements • Ingredients List • One or more acceptable forms of Whole Grain-Rich documentation for the National School Lunch Program; • Manufacturer Documentation or Standardized Recipe
Breakfast Cereals	All of the following: <ul style="list-style-type: none"> • Product Label • Nutrition Facts Label • Ingredients List
Yogurts	Both of the following: <ul style="list-style-type: none"> • Product Label • Nutrition Facts Label
Products with Child Nutrition (CN) Labels	Both of the following: <ul style="list-style-type: none"> • Product Label • CN Label

*Note: A “Whole Grain” package statement does not provide sufficient evidence of meeting the whole grain-rich requirement.

MEAL PATTERNS – Breakfast, Lunch and Supper, and Snack



United States Department of Agriculture

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk students attending and emergency shelter)
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) ^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2, 1/3 cup for children ages 3-5, and ½ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅓ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	½ cup	½ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	¼ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables ⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits ⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq) ^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

Certificate of Independent Price Determination

Both the Institution and the Caterer (Offeror) shall execute this Certificate of Independent Price Determination.

Humboldt Unified School District
Name of Caterer

NACOG Head Start
Name of Institution

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Caterer certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify, and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Caterer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Caterer's Authorized Representative

Title

Date

In accepting this Offer, the Institution certifies that no representative of the Institution has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of Institution Representative

Health & Nutrition Mgr

Title

Date

CONSENT

Item 8H.

Supplemental Wage Schedule

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 H
FROM:	Cole Young, Assistant Superintendent-Operations	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Approval of Supplemental Wage Schedule for 2019-20 (Nurse Substitute Allocation/ Tax-Credit for Middle Schools)	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #4: To Attract and Retain Highly Effective Employees	

SUPPORTING DATA

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

The attached *HUSD Supplemental Wage Schedule* includes an addition of a Nurse substitute wage of \$95 per day.

An Adult English Tutor has been added with monies provided through Title III EL (English Language) federal grant monies. This tutor provides support to our Spanish speaking parents looking for support in learning English.

Middle School sports would like the opportunity to use tax-credit monies in addition to general athletic auxiliary funds in both volleyball and basketball when securing someone to run the scoreboard. Tax-Credit monies are local school dollars which will have no impact on the M&O budget.

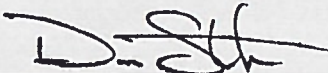
SUMMARY & RECOMMENDATION

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

Sample Motion

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

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

2019-2020 HUSD SUPPLEMENTAL WAGE SCHEDULE (Pending Board Approved 8/13/2019)					
Position	Rate	Per		Notes	
After School Detention	\$15.00	Hour	Certified		
After School Detention	Hrly Rate	Hour	Classified		
Catering - Civic	1.5 @ Hrly Rate	Hour	Classified		
Class Coverage - Elementary	\$11.00	Period	Certified	Based on \$15.00 per hour	
Class Coverage - High School	\$13.75	Period	Certified	Based on \$15.00 per hour	
Class Coverage - LTS (K-8)	\$17.50	Period	Certified	Based on \$15.00 per hour	
Class Coverage - Middle	\$12.50	Period	Certified	Based on \$15.00 per hour	
Class Coverage - Other	\$15.00	Hour	Certified	Based on \$15.00 per hour	
IEP Compliance/Caseload Support	\$25.00	Hour	Certified		
CTE Grant Supplemental Activities	\$25.00		Class/Cert	Teacher/Nurse Paid w/CTE funds	
Custodian - Civic	\$25.00	Hour	Position	Based on \$15.00 per hour	
Parental Involvement	\$25.00	Hour	Certified	Incl. Nurse Paid w/Title 1 Funds	
Parental Involvement	\$15.00	Hour	Classified	Paid w/Title I Funds	
Saturday School	\$15.00	Hour	Certified		
Saturday School	Hrly Rate	Hour	Classified		
Special Projects	Hourly Rate	Hour	Classified		
Student Worker - Food	\$12.00	Hour		Paid w/ F&N Funds	
Student Worker - SPED Transition	\$12.00	Hour		Paid w/ SPED Funds	
Substitute Certified	\$90.00	Day	Certified		
Long-Term Certified Sub	\$105.00	Day	Certified	Starting at Day 11 after 10 consecutive days doing the same job.	
Substitute Certified (Humboldt Elementary)	\$100.00	Day	Certified		
Substitute Classified		Hour	Classified	Entry Level Pay Per Hour Based On Job Category after 10 days	
Nurse Substitute	\$95	Day	Classified		
Summer School - ESY (Instructor/Coordinator/Prep)	\$25.00	Hour	Certified		
Summer School - ESY (OT/PT/Speech)	Hrly Rate	Hour	Classified		
Summer School - ESY Aide	\$15.00	Hour	Classified		
Summer School - Title I Aide/Title I Admin Asst	\$12.50	Hour	Classified		
Summer School - Instructors	\$25.00	Hour	Certified		
Training - AZELLA Certification	\$25.00	Hour	Certified		
Training - CPI	Hourly Rate	Hour	Classified		
Translation / Interpreting - Certified	\$25.00	Hour	Certified	if performed off-contract hours	
Translation / Interpreting - Classified	\$25.00	Hour	Classified	if performed off-contract hours	

Tutoring		\$25.00	Hour	Certified	Includes Homebound Service	
Tutoring		\$15.00	Hour	Classified		
Tutoring - AVID		\$12.00	Hour	Class/Cert		
Adult English Tutor		\$25.00	Hour	Class/Cert	Paid with Title III monies	
Varsity Football*						
	Ticket Seller / Taker	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Announcer	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Scoreboard	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Chain Crew	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Security	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Team Liaison	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
JV/Freshman Football*						
	Ticket Seller / Taker	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Announcer	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Scoreboard	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Chain Crew	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Security	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
Volleyball (Varsity, JV, and Freshman Games)*						
	Ticket Seller / Taker	\$40.00	Event	Certified		
	Announcer / Scoreboard	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School) Paid w/General Athletics Auxiliary Funds / Tax-Credit	
	Libero Tracker	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds	
	Security	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds	
Basketball (Varsity, JV, and Freshman Games)*						
	Ticket Seller / Taker	\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
	Announcer	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds	
	Scoreboard	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School) Paid w/General Athletics Auxiliary Funds / Tax-Credit	
	Security	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds	
	Team Liaison	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds	
Soccer (JV, Varsity games)						

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

CONSENT

Item 8I.

Cooperative Purchasing Contract FY 19-20

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Cooperative Purchasing Contracts – FY 19-20 - Revised	Action
		Consent X

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

SUPPORTING DATA:

HUSD is a member of the Purchasing Cooperatives listed below and utilizes them in the procurement of a variety of purchased items and services.

“Cooperative purchasing” refers to procurement conducted by, or on behalf of, more than one public procurement unit.

The benefit to the District in utilizing cooperatives is in both efficiency and/or economy of the procurement.

The District performs “due diligence” in accordance to audit requirements to ensure that applicable procurement procedures have been followed.

There is no cost to the district for becoming a member of a purchasing cooperative.

Name of Purchasing Group

Arizona State Contracts (AZSPO)
Mohave Educational Services Cooperative (MESC)
National Intergovernmental Purchasing Alliance (NIPA)
Strategic Alliance for Volume Expenditures (SAVE)
Board of Regents – NAU (SAVE)
1GPA (Government Procurement Alliance)
OMNIA Partners
National Cooperative Purchasing Alliance (NCPA)

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve membership in the purchasing cooperative National Cooperative Purchasing Alliance (NCPA). The NCPA Interlocal Agreement and the Terms and Conditions have been reviewed by the district’s legal counsel.

Sample Motion:

I move to approve the membership in the purchasing cooperative National Cooperative Purchasing Alliance (NCPA) for the 2019-2020 fiscal year as presented.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

CONSENT

Item 8J.

Gifts and Donations

GIFTS & DONATIONS – October 15, 2019

Acker Music Association – Scott Curry, P.O. Box 12677, Prescott

Donated a \$5,000 check along with a \$500 voucher to P.O.P.S. Music Store to be used in HUSD music programs
For a donor's value of \$5,500

Scott and Christina Armstrong, 11051 E. Western Sunset Drive, Dewey

Donated clothing to the Family Resource Center to be used for HUSD families
With a donor's value of \$100

Beta Theta Master-Beta Sigma Phi (Shenda Fink), 8364 N. Sunset Ridge, Prescott Valley

Donated clothing, socks, jackets, sweater to the Family Resource Center to be used for HUSD families
With a donor's value of \$500

Big Lots, 1260 Gail Gardner Way, Prescott

Donated boy's and girl's backpacks, duffel bags and shoes to Glassford Hill Middle School, with a donor's value of \$200,
and shoes of various colors & sizes to Coyote Springs Elementary School with a donor's value of \$300
For a total donor's value of \$500

William F. Devito DO PLLC, 20178 Willow Creek Road, Prescott

Donated \$2,000 to the Bradshaw Mountain High School Mountain Bike Team

First Southern Baptist Church, 2820 N. Pleasant View Drive, Prescott Valley

Donated 33 \$100 WalMart gift cards to Granville Elementary
With a donor's value of \$3,300

Renee Guitteau, 7661 Fire Fly Way, Prescott Valley

Donated Men's casual pants, shirts and miscellaneous other clothing to the Family Resource Center
With a donor's value of \$300

Heights Church, 106 W. Gurley Street, Suite 200, Prescott

Donated 8 handcrafted benches for use in Multi Media classroom at Granville Elementary School
With a donor's value of \$600

High Gear Bike Shop LLC, 237 N. Mount Vernon Avenue, Prescott

Donated \$300 to the Bradshaw Mountain High School Mountain Bike Team

Liberty Traditional Parent Teacher Organization (PTO), 3300 N. Lake Valley Road, Prescott Valley

Donated \$515.06 to Science Olympiad at Liberty Traditional School, and \$272.40 to the choir at Liberty Traditional School
For a donor's value of \$787.46

Michelle Palagi, 7109 Hollis Street N.E., Albuquerque, NM

Donated Speech Therapy Materials to Bright Future Preschool
With a donor's value of \$200

Julie Schifferli, 1564 N. Home Fire Drive, Prescott Valley

Donated a variety of school supplies to Liberty Traditional School
With a donor's value of \$200

Paula Stewart, 505 N. Lynx Creek Road, Prescott

Donated a Yamaha trombone to Liberty Traditional School
With a donor's value of \$400

Marilynn Stone, 7714 E. Paseo Hermoso, Prescott Valley

Donated \$100 to the Cafeteria Angel Fund

Joyce Tanner, P.O. Box 434, Dewey

Donated an electric Wood Chipper to Coyote Springs Elementary School
With a donor's value of \$500

(Donations continued on next page)

GIFTS & DONATIONS – October 15, 2019 *(Continued)*

Brendon Ulatowski, Universal Athletic, 14131 N. Rio Vista Blvd, Peoria, AZ
Donated staff shirts to Bradshaw Mountain High School
With a donor's value of \$2,724.12

DISCUSSION

Item 9A.

School Report
HES

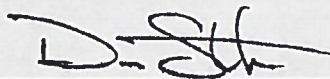
HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9A
FROM:	Stacy Brush, Humboldt Elementary School	Reading
DATE:	October 15, 2019	Discuss X
SUBJECT:	Humboldt Elementary School Board Update	Action
		Consent
OBJECTIVE:	To share the success on campus at Humboldt Elementary School	

Principal Stacy Brush will give an update of current events at Humboldt Elementary School including:

- Successes from SY2018-19
- Campus Improvements
- Program Updates

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Stacy Brush, (928)759-4405

DISCUSSION

Item 9B.

Possible Property Exchange

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9B
FROM:	Daniel Streeter, Superintendent	Reading
DATE:	October 15, 2019	Discuss <input checked="" type="checkbox"/> X
SUBJECT:	Possible Property Exchange with Universal Homes LLC	Action
		Consent

OBJECTIVE: Board Governance

SUPPORTING DATA

Mr. Joe Contadino will make a presentation to the Governing Board regarding a possible future property exchange between Universal Homes LLC and the Humboldt Unified School District.

SUMMARY & RECOMMENDATION

Sample Motion

No action needed.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Superintendent Daniel Streeter, 928-759-4000

DISCUSSION

Item 9C.

Update Capital Plan & B-Bond

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **9C**
FROM: Cynthia Windham, Finance Director Reading
SUBJECT: B-Bond Projects and Long-Range Capital Plans Discussion **X**
OBJECTIVE: Goal #2 Planning for Future Student Needs

BACKGROUND INFORMATION:

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

SUPPORTING DATA:

BOND:

The attached document summarizes the various B-Bond projects undertaken by the District and the status of each, through June 30, 2019

The following summarizes the current expenditures as of June 30, 2019 in the following categories. (See Attached Document: Budget by Category – FY 18-19 - Final)

Improve Athletic/Playground Facilities:	\$ 9,423,915
Renovations/Upgrade to Existing Schools	\$ 9,060,271
Construction of Additions to Existing Schools	\$14,282,130
Pupil Transportation	\$ 2,923,937
Transportation Facility	<u>\$ 4,992,599</u>
	\$40,682,852

The remaining capacity of \$317,148 has been used toward the final payment for the Humboldt Elementary School of \$295,802, leaving a total of capacity remaining of \$17,483 in Category 1 (Athletic/Fields/Playgrounds) and \$3,865 for other eligible bond projects, e.g. HVAC replacements.

CAPITAL: (DISTRICT ADD'L ASSISTANCE)

The District's current year budget for the DAA for FY 19-20 was \$3,302,243 (which included \$2,167,117 in budget balance carryforward from FY 18-19).

As of September 2019, the District is anticipating an ending reserve balance of \$1,542,757 after its annual requirements and current year capital items expenditures are met. (This reserve balance may change as additional capital projects are identified throughout the year. See Attachment 20-CORL-DAA)

The District has contracted with the ADM Group to conduct an audit of all of its facilities to provide an assessment report to the Board which will identify building capital needs.

In addition, the District will continue to apply for Building Renewal Grants through the Arizona School Facilities Board. These grants have provided additional dollars for eligible projects in the areas of roofing, cooling towers, HVAC, etc. in the amount of \$688,416 since 2017.

In summary, the District received approximately 69% of the DAA funding formula this year, however, it is insufficient to address all of the Districts Capital needs due to 10 years of reduction, and or, elimination of Capital Funds previously available to Districts.: (See Attachment: Capital Funding History schedule).

At the present, it is projected that the District will have only enough capital reserve dollars for approximately one year, or less depending on additional identified projects.

Approved for transmittal to the Governing Board: _____


Mr. Daniel Streeter, Superintendent

Questions should be directed to Cynthia Windham, Finance Director

BUDGET BY CATEGORY - FY 18-19 - FINAL

FY 18/19 BOND BUDGET UPDATE As of August 25, 2019
 BY CATEGORY Includes SFB Revenue Offset
 CATEGORY 1 - Improvement to Athletic/Playground Facilities

BOOKED

12,284,000.00

PAY/ENCUM Remaining Budget
 Balance

STATUS	PAY/ENCUM	Remaining Budget Balance
Complete	35,332.17	
Complete	142,452.38	
Complete	178,164.22	
Complete	735,691.27	
Complete	28,106.74	
Complete	96,792.66	
Complete	118,457.91	
Complete	428,184.99	
Complete	218,354.48	
Complete	2,139,767.35	
Cancel	31,176.44	(After Transfer)
Complete	1,918,081.99	
Complete	557,261.95	
Cancel	90,518.53	(After Transfer)
Complete	177,002.00	
Complete	45,806.03	
Complete	43,350.32	
Complete	50,810.54	
Complete	59,727.94	
Complete	14,336.29	
Complete	15,850.13	
Complete	21,000.00	
Complete	90,000.00	
Cancel	383,435.70	
Complete	28,327.06	
Removed		
Complete	2,470.00	
Complete	33,800.00	
Complete	45,850.00	
Complete	8,198.86	
Complete	2,081.48	
Complete	15,144.70	
Complete	8,654.46	
Complete	18,896.68	
Complete	3,409.00	
Complete	3,266.00	
Complete	6,265.00	
Complete	17,647.00	
Complete	39,880.00	
Complete	24,377.60	CIP Complete 13-14
Complete	8,340.00	
Complete	6,094.40	CIP Complete 13-14
Complete	3,000.00	
Complete	9,636.00	
Complete	33,955.00	
Complete	25,447.00	
Complete	25,088.50	
Complete	6,073.85	
Complete	19,656.28	
Complete	7,316.40	
Complete	21,855.03	
Complete	9,924.06	

BUDGET BY CATEGORY - FY 18-19 - FINAL

BMHS-W	1660 Boys Locker Room - Tile	Complete	26,544.00	Cost Share SFB	\$55,000
BMHS-W	1264 Gym Roofing-Renovate	Complete	4,713.32		
BMHS-W	1694 Track Renovate	Complete	6,900.00		
BMHS-W	1707 Boys Locker Room - VCT	Complete	1,167.22		
LVES	1743 Playground Fencing	Complete	2,507.99		
MVES	1697 Playground Fencing	Complete	4,778.57		
BMHS-W	1776 Parking Surfaces - Stadium	Complete	87,114.50		
MVES	1697 Irrigation/Sprinkler - Soccer Field	Complete	396.16		
CSES	1745 Playground - Drinking Fountains	Complete	1,214.89		
CSES	1741 Playground Fencing	Complete	2,361.13		
LTS	1736 Playground Shade Structure	Complete	760.62		
LTS	1742 Playground Fencing	Complete	3,820.75		
BMHS-W	1749 Baseball Turf - Repair/Upgrade	Complete	2,128.00		
BMHS-W	1694 Tennis Court Refinishing	Complete	19,821.08		
BMHS-W	1745 Baseball Field Fencing	Complete	2,420.80		
BMHS-W	1775 Stadium/Main Parking	Complete	35,593.00		
BMHS-W	1279 Track Installation	Complete	111,845.00		
BMHS-W	1766 Metal Canopies/Concession Bldg	Complete	4,970.00		
BMHS-W	1767 Bleachers - Retro	Complete	10,177.61		
BMHS-W	3516 Backstops Replace	Complete	9,920.43		
BMHS-W	3480 Gym Door - Replace	Complete	4,844.27		
BMHS-W	3490 Gym Cooler	Complete	7,798.78		
LTS	1747 Playground Slide	Complete	6,919.57		
BMHS-W	2473 Playground Turf	Complete	27,061.00		
BMHS-W	3535 Boys Locker Room	Complete	14,177.39		
BMHS-W	Turf Replacement (Football/Baseball)	In Process @ 6/30/18	772,227.95	Final pmt FY 18-19	Incl General Acrylics/ADMGrp #181E
BMHS-W	Turf Replacement (Football/Baseball)	Complete	13,500.00		
HES	Field/Playground	In Process as of 6/30/19	183,934.64		

CATEGORY 1 - Improvement to Athletic/Playground Facilities

9,423,915.06	9,423,915.06
Available Budget Balance - To Date	2,860,084.94
	23% Available

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

6,573,000.00

PAID/ENCUM Remaining Budget
Balance

FY 09-10	BMMS	PHASE 2 Overhead Wiring/Parking	STATUS	PAID/ENCUM	Remaining Budget Balance
Add-On	BMMS	CA 14 Drainage	Complete	363,164.33	
FY 08/09	BMMS	CA 21 Drainage	Complete	99,834.34	
FY 08/09	BMMS	CA 22 Restroom Remodel	Complete	181,885.59	
Add-On	CSE	HUDS Roofing	Complete	131,837.11	
FY 06/07	CSE	HUDS Fire Sprinklers	Complete	177,562.82	
FY 07/08	GHMS	HUDS Flooring	Complete	82,306.12	
FY 08/09	GHMS	HUDS Electrical Upgrade	Complete	91,232.21	
FY 07/08	GHMS	CA 02 Paving	Complete	139,118.24	
FY 08/09	GHMS	CA 05 Drainage	Complete	67,022.95	
FY 08/09	GHMS	CA 20 Paving	Complete	53,825.07	
FY 08/09	GHMS	CA 23 Restroom Remodel	Complete	131,723.72	
FY 08/09	GHMS	CA 24 Overflow Parking	Complete	77,111.44	
FY 08/09	GHMS	PHASE 2 Structural Review, etc.	Complete	79,778.22	
	HES	Revised Infrastructure	Complete	3,209.29	Add to Gym Floor
	HES	HUDS-17 Warehouse	Complete	98.12	Add to Gym Floor
	HES	CA 17 Lower Parking Lot	Complete	2,081.88	Add to Parking Lot
Add-On	HES	CA 19 Classroom/Media (Prorate)	Complete	289,133.29	
FY 08/09	HES	HUDS/BOOTH Septic	Complete	44,196.97	
FY 08-10	HES	HUDS Flooring	Complete	384,801.44	
FY 07/08	LVE	CA 01 Drainage	Complete	48,608.22	
FY 07/08	MVES	HUDS Flooring	Complete	357,204.70	
Parent	MVES	Revised Paving/Bus Turn-Around	Complete	117,444.75	
Add-On	MVES	CA 04 Parent Drop-Off	Complete	39,947.57	
FY 08-10	BMHSW	Cafeteria Remodel	Complete	162,606.93	
FY 09-10	BMHSW	Structural Upgrade/Beams	Complete	623,363.43	
FY 07/08	BMHSW	CA 03 Paving	Complete	246,198.35	
FY 09/10	HES	Cabling - underground	Complete	193,163.13	
FY 09-10	GHMS	CA 31 Auditorium	Complete	74,000.00	
DW	DW	7200 New HVAC @ school sites	Complete	336,103.68	APS #665/SFB #395
DW	DW	7201 New Network Equipment	Complete	871,227.47	
DW	DE	7202 New HVAC @ server sites (3)	Complete	27,523.16	
DE	DE	7203 Water Savings Devices	Complete	12,793.82	
BMHSW	BMHSW	7204 Slip Joists/Upper Deck	Complete	100,000.00	
BMHSW	BMHSW	7205 Upgrade - Expand Parking	Complete	53,233.00	
CSES	CSES	7207 Remodel Admin Bldg	Complete	385,000.00	
MVES	MVES	7208 Upgrade - Parking Lot	Complete	406,358.26	
DO	DO	7209 New Classroom Lighting	Complete	189,000.00	(Incl APS Rebate)
BMHS/E	BMHS/E	7210 New Classroom Lighting	Complete	94,938.00	(Incl APS Rebate)
LVE	LVE	7211 Crack Seal Parking Lot	Complete	90,828.00	
GHMS	GHMS	7212 Ingress/Egress Bus Lane	Complete	15,000.00	
MVES	MVES	7213 VCT Foyer/Gym	Complete	65,000.00	
BMMS	BMMS	7214 Restroom Remodel	Complete	22,660.08	
LVE	LVE	7215 Modular Remodel (Sped)	Complete	9,950.00	
GHMS	GHMS	9101/19 Re-Roofing	Complete	25,104.00	
MVES	MVES	9102/12 Parking Lot Upgrade	Complete	10,000.00	
GHMS	GHMS	9102/21 Parking Lot Upgrade	Complete	73,300.00	
MVES	MVES	9103/05 HVAC	Complete	10,000.00	
GHMS	GHMS	9103/24 HVAC	Complete	73,000.00	
CSES	CSES	9103/47 HVAC	Complete	6,517.00	
		9103/49 HVAC	Complete	14,224.00	
		9105/16 Classroom Carpeting	Complete	7,357.43	
		9105/23 Hallway Flooring	Complete	13,375.59	
			Complete	17,960.00	

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

BUDGET BY CATEGORY - FY 18-19 - FINAL

MVE	9105/40	Carpeting/Office + 10 Classrms	Complete	30,182.94	
HES	9107/46	Replace Rstrm Eq/Waterless, etc.	Complete	22,700.00	
BMMS	9108/07	Retro-Fit Lighting	Complete	98,662.00	(Incl APS Rebate)
HES	9108/10	Retro-Fit Lighting	Complete	53,232.00	(Incl APS Rebate)
BMHS-W	9108/45	Energy Mgmt System	Complete	242,680.00	
MVE	9110/13	Exterior Paint	Complete	29,382.00	
BMHS-E	9110/51	Rust Remediation/Paint	Complete	20,853.00	
DISTWIDE	9111/01	Infrastructure IT Cabling	Complete	764,385.00	
CSES	9204/48	Fire Sprinkler	Complete	5,579.99	
BMHS-E	9204/49	Fire Sprinkler	Complete	8,044.86	
GHMS	1289	Roofing Retro - So. Entrance	Complete	11,151.00	
DO (OLD)	629	Parking Lot Upgrade	Complete	7,732.00	
BMHS-W	1315	Restroom Remodel	Complete	16,776.00	
BMHS-W	1314	Facia Retro	Complete	32,179.00	
BMHS-E	114/1304	Rust Remediation/Paint	Complete	30,376.80	CIP Complete 13-14
BMHS-W	114/1304	Rust Remediation/Paint	Complete	7,594.20	CIP Complete 13-14
CSES	1141	Alarm Install/Retro	Complete	25,973.58	
BMMS	1299	Sprinkler System	Complete	209,938.40	
GHMS	1109	HVAC - Classroom 103	Complete	6,838.03	
CSES	509	HVAC - Teacher's Lounge	Complete	7,143.16	
BMHS-W	1643	HVAC System	Complete	19,442.94	
LVES	1644	HVAC System	Complete	17,124.80	
BMHS-W	1772	HVAC Rm 105	Complete	7,994.00	
Transportation	1771	HVAC - Server Rm	Complete	7,101.72	
HES	1602	CCTV - Camera/Cabling	Complete	14,427.41	
LTS	2844	HVAC - Rm 25	Complete	7,473.10	
DO (OLD)	3103	HVAC - Band Rm	Complete	5,960.00	
BMHS-E		HVAC - IT Rm	Complete	8,927.03	
GHMS	3544	HVAC - Bldg 400/Rm 423	Complete	12,694.13	
BMMS	2878	HVAC - Rm 126	Complete	7,429.06	
CSES	2738	HVAC - GYM	Complete	11,925.00	
LTS	3542	HVAC - COMPUTER LAB	Complete	8,487.69	
DW	3543	HVAC - BAND RM	Complete	6,192.28	
BMHS	2482	Cabling proj- fire alarm, intercom, etc.	Complete	24,596.43	
LTS	3523	Intercom Replacement (Head End)	Complete	11,731.14	
LVES	3507	Fire Alarm System Replacement	Complete	45,776.91	
	3527	Classroom Remodel	Complete	18,869.59	
				9,060,270.71	
				9,060,270.71	
				(2,487,270.71)	-38%
				Available Budget Balance - To Date	

CATEGORY 3 - Construct Additions to Existing Schools

12,890,000.00

PAID/ENCUM Remaining Budget
Balance

	STATUS	PAID/ENCUM	Remaining Budget Balance
FY 07/08	Complete	5,291.28	
Add-On	Complete	665,032.62	
FY 07/08	Complete	19,064.11	
FY 08/09	Complete	31,480.57	
FY 08/09	Complete	416,008.44	
FY 08/09	Complete	2,165,651.51	
FY 08/09	Complete	1,475,361.07	
FY 09-10	Complete	4,522,119.49	
FY 08/09	Complete	402,028.98	
FY 08/09	Complete	3,007.76	
FY 08/09	Complete	575,237.33	
FY 08/09	Complete	2,366,390.39	
FY 08/09	Cancel	5,485.97	
	Complete	1,629,970.03	
		14,282,129.55	
			14,282,129.55
			(1,592,129.55)
			-13%

Prorated Cat @98%

BUDGET BY CATEGORY - FY 18-19 - FINAL

CATEGORY 4 - Pupil Transportation

2,925,000.00

PAID/ENCUM Remaining Budget
Balance

STATUS
Complete

TRANSP HUSD Buses

Add Buses

2,923,937.14

2,923,937.14

Available Budget Balance - To Date

1,062.86
0% Avail

CATEGORY 5 - Transportation Facility

8,528,000.00

PAID/ENCUM Remaining Budget
Balance

STATUS
Complete

TRANSP Transportation Facility

FY 09-10

BMHS/E

4,992,599.04

4,992,599.04

Available Budget Balance - To Date

1,535,400.96
24% Avail

Total Bond Proceeds

Total Expended/Committed - To-Date

Total Projected Unencumbered - To Date

317,148.50
1%

RECONCILING ITEM/ADJ

FY 06-07	1,329,672.52
FY 07-08	10,422,488.16
FY 08-09	17,631,639.01
FY 09-10	4,547,101.63
FY 10-11	2,882,082.57
FY 11-12	1,082,233.47
FY 12-13	747,137.72
FY 13-14	361,905.11
FY 14-15	147,861.06
FY 15-16	309,255.62
FY 16-17	53,093.76
FY 17-18	970,095.56
FY 18-19	197,435.00
	net of SFB

Expended/Encumbered

40,682,001.19

Project Sheets

40,682,851.50

Reconciling Item

(850.31)

Humboldt Unified School District #22
Budget Projections - Components to Consider
CORL - Unrestricted Capital - DAA
FY 19-20
Sept. 30, 2019

DISTRICT SCHOOLS

PreSch

K-8

9-12

Textbooks

38,217
 3,699,465
 1,583,514
 1,583,514

450,76
 450,76
 492,94
 69,66

17,226,695
 1,667,570,843
 780,577,391
 110,339,256
 2,575,714,19

AOI is now added
AOI is now added

Estimated Reduction (791,385.35) *Will vary* -31%

Total Est Current Yr FY 19-20 1,784,328.84 69%

Transf Out (927,258.00) Cover increases comps Prop 206

Page 7 857,070.84

Add'l Funding - Prop 123 244,600.00 *Will vary*

=====

1,101,670.84

BBCF - Estimated 2,167,117.00 *As of May 17, 2019*
Interest Earned - FY 18-19 33,455.00
Current Year 1,101,670.84

=====

3,302,242.84

FY 19-20 Estimated Budget 3,302,242.84 **Projected Availability**

Annual Estimated Requirements
 Miscellaneous Maintenance - detail
 Curriculum (Replacement texts/workbooks/instruct aides)

Technology

Copy Machine Lease

Transportation - Engine Replacement

ELA - Annual

Eureka Math

Projectors

Special Systems: Fire, Intercom, Tele, Security

Special Systems: Fire, Intercom, Tele, Security

Signature Programs - Est Bal Remaining

Pd in FY 15-16
 Purchased in FY 15-16

Security System - BMHS-E Add-On

BUDGET

30,000.00	610-100-2620-6450-504-0504
31,150.00	610-100-1000-6642-502-0502
28,000.00	610-100-2580-6737-509-0509
177,000.00	610-100-1000-6442-XXX-5000
33,000.00	610-100-2730-6733-506-0506
57,000.00	610-100-1000-6642-502-1016
180,000.00	610-100-1000-6642-502-1015
23,000.00	610-100-1000-6737-509-2023
30,000.00	610-100-4700-6450-509-9706
3,600.00	610-100-4700-6450-509-9706
30,308.71	610-xxx-9900
\$	
\$	
\$	

620,059.71

Humboldt Unified School District #22
Budget Projections - Components to Consider
CORL - Unrestricted Capital - DAA
FY 19-20

Software - Annual Requirements
 Admin Software & misc (Visions/SchoolMaster etc.)
 Curriculum Software - Instructional/Other
 Curriculum Software - Instructional/Other
 On-Line Curr/Software - Credit Recovery
 On-Line Curr/Software - BMOA
 Transportation - Software/Hardware
 H/R Software
 Public Relations Software
 Technology Software

Read 180

100,215.00	610-100-2581-6737-500-0501
131,630.00	610-100-1001-6643-502-0502
41,040.00	610 100 1001 6643 230 0502
58,085.00	610-100-1001-6643-230-1202
28,114.00	610-100-1001-6643-240-1208
9,711.00	610-400-2791-6737-506-0506
6,000.00	610 400 2731 6737 506 0506
6,000.00	610-100-2581-6737-522-0522
12,520.00	610-100-2581-6737-525-0525
229,650.00	610-100-2581-6737-509-0509
619,945.00	

1,240,004,710 As of adoption

ANNUAL REQUIREMENTS

ADD-ONS
Unbudgeted Items

Matching Funds Required/Leverage

Technology Project - TBD - E-Rate
 Buses 7 buses total = \$1,110,613
 Safety Grants - BJA Stop = \$312,500
 COPS

Funds from other Sources

\$ 770,000 00 Matching funds for Technology
 \$ 250,000 00 Matching funds for VW Bus Grant
 Matching funds for Grant

\$ 110,000.00	610 100 1000 6738 509 6374
\$ 351,113.00	610 400 2710 6736 506 0506
\$ -	SRC is matching
\$ 42,000.00	610 100 4700 8450 500 9999
\$ 503,113.00	

Bookshelves - ELL
 Compressor Replacement - InHouse
 Compressor Replacement - Galpin
 Capital Inventory
 1/2 of Head Start Remodel (Construction)
 FFMA - CHROME BOOK PURCHASE
 HEAD START - REMODEL

211,677 420 Reimb by FFMA
 10,102 850 Reimb by NACOG

\$ 1,128.00	610 180 1000 6731 XXX 0523
\$ 172.00	610 400 2730 6731 506 0506
\$ 1,488.00	610 400 2730 6340 506 0506
\$ 3,500.00	610 100 4700 6330 500 0500
\$ 10,102.85	610 100 4700 6450 134 0504
\$ 0	610 100 1000 6737 509 9999
\$ -	610 100 4700 6450 134 9999
\$ 16,367.85	

FY 19-20 Projected Reserves

1,542,757.28 w/o any other capital projects

Capital Funding History

Fiscal Year	CORL Formula	CORL Received	Soft Capital Formula	Soft Capital Received	Reductions
FY 0910	\$1,539,385	\$1,539,385	\$1,347,158	\$367,234	\$979,924
FY 1011	\$1,513,389	\$1,513,389	\$1,320,000	\$198,099	\$1,121,901
FY1112	\$1,475,768	\$775,581	\$1,286,329	\$0	\$1,986,516
FY 1213	\$1,458,946	\$892,642	\$1,267,610	\$215,298	\$1,618,616
FY 1314	\$2,686,235	\$1,611,741	-	-	\$ 1,074,494
FY1415	\$5,584,829	\$3,035,228	-	-	\$2,549,601
FY 1516	\$3,600,308	\$336,219	-	-	\$3,264,089
FY 1617	\$2,677,235	\$352,422	-	-	\$2,324,813
FY 1718	\$2,613,382	\$324,497	-	-	\$2,288,885
FY 1819	\$2,649,310	\$927,258	-	-	\$1,722,052
					\$18,930,891



DISCUSSION

Item 9D.

Update – Humboldt Elementary
Playground Project

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9 D
FROM:	Cole Young, Assistant Superintendent	Reading
DATE:	October 15, 2019	Discuss X
SUBJECT:	HES Playground Update	Action
		Consent

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

SUPPORTING DATA:

Mr. Cole Young, Assistant Superintendent of Operations, will provide an update on the B-Bond project for the playground at Humboldt Elementary School. The update will include:

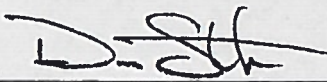
- Stakeholder input process
- Vendor selection
- Storm drain improvements
- Water retention build outs
- Playground improvements
- Hydro-seeding
- Next steps

SUMMARY & RECOMMENDATION

No action necessary. Presented for informational purposes.

Sample Motion:

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

DISCUSSION

Item 9E.

Grant Expenditure Options COPS and BJA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9E
FROM:	Cole Young, Assistant Superintendent	Reading
DATE:	October 15, 2019	Discuss X
SUBJECT:	Grant Expenditure Options for COPS and BJA BJA (Bureau of Justice Assistance) grant/ COPS (Community Oriented Policing Services)	Action Consent
OBJECTIVE:	Board Governance	

SUPPORTING DATA:

The District has written for and received two competitive grants focused on assisting with student safety. The original use for these two grants was to financially supplement the proceeds of the bond initiative in 2018. Without the anticipated proceeds from this bond, we, as a district, have had to prioritize our needs when it comes to the objectives of these two grants and any capital dollars associated with them.

The BJA (Bureau of Justice Assistance) grant is for the amount of \$250k focused on target hardening and requires the District to match \$83k (District SRO), while the COPS (Community Oriented Policing Services) grant is for \$120k focused on improving communication within our current systems and with the Prescott Valley Police Department, requiring a \$45k match (bus cameras and intercom replacement).

Last year, in consultation with the College of Security and Intelligence from Embry-Riddle Aeronautical University and Michael Taylor Architects Inc., the District assessed current safety concerns with regards to school entryways and points of access. Through this process, plans were developed to improve upon these areas for each campus. The Bond initiative in 2018 was designed to provide financial support for these projects. Due to the failure of the Bond initiative, the administration is planning to use the funding from the two grants to address some of the identified concerns. Several options have been identified as outlined in the table below. The administration is looking to pursue the first option for each grant as that will allow us to address unique needs at each of the K-12 campuses.

The first option under the BJA grant will allow us to reconfigure entryways and access points at LVES, GES, CSES, MVES, and GHMS. The second option would include the re-keying of seven campuses while also providing the standardization of door handles and hardware. Due to the cost of this project, the scope may be limited to less than seven campuses.

The first option under the COPS grant complements the BJA grant as it meets the unique needs of the campuses not directly covered under the description above. Option One for the COPS Grant would be to replace aging intercom systems at Humboldt Elementary, Mountain View and Bradshaw Mountain Middle School. The current systems have aged out when it comes to finding parts for them and are hard to service as there are very few technicians who are able to navigate these antiquated systems. These will eventually be items of capital

expenditure in the near future, therefore the COPS Grant can help us offset this expenditure by getting out in front of these looming issues.

Option Two has the District investigating the feasibility of Call-in Systems (Push-to-enter) to enter buildings, Active Shooter Sensors, and Background Verification Systems (checking visitors at schools) for all of our schools.

Option Three has the District enhancing our camera systems at our middle schools and high schools.

After careful review of our most immediate capital needs and the purposes of each grant, the administration is looking at the first options for each grant as a way to meet the unique needs of each campus. The next steps include the bidding and quoting of the projects identified below. Each grant requires that monies are expended by October 2020.

<u>BJA</u>	<u>COPS</u>
<p>\$250k Match 83k (SRO) Focus: Target Hardening</p> <p>Option 1- Entryway modifications @ GES (50k), Entryway @ LVES (50k), Entryway @ CSES (52k), Entryway @ MVES (52k), & GHMS (50k) lobby</p> <p>Option 2- Rekey entire district (minus HES, LTS); pursue costing out electronic access</p>	<p>~120k Match ~45k (cameras at BMHS, bus cameras, CCTV & Intercom replacements) Focus: Improve communication w/ Law Enforcement</p> <p>Option 1- Intercom @ HES (50k), Intercom @ MVES (30k), Intercom @ BMMS (30k), expanded intercom to kitchen prep areas at sites</p> <p>Option 2- Call-in System (Push-to-enter) to enter buildings, Active Shooter Sensor; Background Checker (visitors to schools) (Patrick to look at)</p> <p>Option 3- Cameras @ BMMS, Cameras @ GHMS, Camera system expansion @ BMHS</p>

SUMMARY & RECOMMENDATION

Sample Motion:

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

ACTION

Item 10A.

Policy KJA

(Second Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 A
FROM:	Dan Streeter, Superintendent	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Policy Update as Recommended by Superintendent – Second Reading and Adoption	Action X
		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 (one page), followed by proposed Policy KJA (6 pages).

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

SUMMARY & RECOMMENDATION

This is the Second Reading of suggested changes to policy KJA – Relations with Booster Organizations (Parent Support and Booster Organizations), as proposed by the Superintendent. The First Reading was held during a regular meeting of the Governing Board on September 10, 2019.

Current Policy KJA 'Relations with Booster Organizations' is found on the page immediately following this transmittal. The proposed Policy KJA 'Relations with Parent/Citizen/Booster Organizations' follows the existing policy. Changes that were discussed in the First Reading are underlined on this newest version.

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

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 proposed by the Humboldt Unified School District Superintendent, Daniel Streeter:

- Policy KJA Relations with Parent/Citizen/Booster Organizations

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

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, and Governing Board. 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 (including check signers) 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~~ shall announce a meeting and vote on the dissolution. The organization ~~should~~ shall 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~~ District Finance Department 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

ACTION

Item 10B.

ASBA Policy Advisories

(651-669 – Second Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 B
FROM:	Daniel Streeter, Superintendent	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Policy Review - Policy Advisories 651-669 Second Reading and Adoption	Action X

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.

- | | | |
|----------|--------------------------------|--|
| • 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 |
| • 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) |
| • 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) |
| • | | |
| • PA 662 | Policy IHA | Basic Instructional Program |
| • 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 |
| • 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 Second Reading of suggested changes to policies that were included in ASBA Policy Advisories 651-669. The First Reading was held during a regular meeting of the Governing Board on September 10, 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 documents which are to be considered by the Governing Board for adoption as a policy. HUSD administrative recommendations are also included. The complete ASBA Policy Advisory Discussion is found on the pages immediately following policies to be considered.

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

Sample Motion:

I move to adopt the following policies as presented by ASBA:

- | | | |
|----------|--------------------------------|--|
| • 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 |
| • 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) |
| • 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) |
| • | | |
| • PA 662 | Policy IHA | Basic Instructional Program |
| • 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 |
| • 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 |

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to:

Rebecca Cooley 759-5007
Cole Young 759-4000
Patty Bitsilly 759-4040

Section B
Section G
Section J

Cynthia Windham 759-4027
Rob Bueche, 759-4010

Section D
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.

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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.

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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.

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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.

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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.

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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.

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.

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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.

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

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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.

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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.

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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

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. 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.

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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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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.

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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

GCJ - 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.

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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.

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

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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.

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 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)

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

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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.

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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

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. 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.

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* 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.

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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-~~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.

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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.

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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

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

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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.

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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.

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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

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

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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.

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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.

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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.

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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.

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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

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

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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.

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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.

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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.

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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.

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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 [ddecabooter@azsba.org]. You may also fax information to (602) 254-1177.

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

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

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ACTION

Item 10C.

Policy GCBA

(Second Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 c
FROM:	Dan Streeter, Superintendent	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Policy Update as Recommended by Meet and Confer – Second Reading and Adoption- GCBA Professional Staff Salary Schedules (Stepless Compensation System)	Action X Consent
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.

SUMMARY & RECOMMENDATION

This is the Second Reading of suggested changes to Policy GCBA – Professional Staff Salary Schedules, as proposed by the 2018-2019 Meet and Confer Committee. The First Reading was held during a regular meeting of the Governing Board on September 10, 2019.

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.'

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.

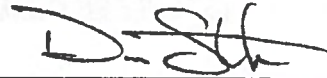
Upon approval this policy will become effective immediately and will be added to the current Policy Manual.

Sample Motion:

I move to adopt the following policy as proposed by the Humboldt Unified School District 2018-2019 Meet and Confer Committee:

- Policy GCBA Professional Staff Salary Schedules (Stepless Compensation System)

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

Questions should be directed to: Cole Young, Superintendent (759-4000)

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 schedule~~ 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 10D.

Award Nomination

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 D
FROM:	Daniel Streeter, Superintendent	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Recognition award for Governing Board Vice-President, Richard Adler	Action X
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA

The Arizona School Board Association recognizes Governing Board members for outstanding service. At this time, we would like to approve the nomination of Governing Board Vice-President Richard Adler for ASBA's highest individual board member honor, the ALL-ARIZONA SCHOOL BOARD MEMBER AWARD.

This award is bestowed on up to five Arizona school board members who exemplify best-practices in boardsmanship, understand their roles and follow through on their responsibilities. The honor is awarded for proven records of active service on the governing board, leadership at local, state and federal levels, contributions to ASBA and/or NSBA, demonstrated concern for the district's children, rapport with fellow board members, commitment to boardsmanship training, and support of ASBA and its activities.

If chosen, the award would be presented at the Annual Awards Breakfast at the ASBA-ASA Annual Conference, December 17-19, 2019.

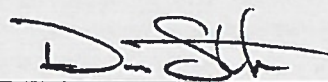
SUMMARY & RECOMMENDATION

The administration recommends the nomination of Richard Adler for the **All-Arizona School Board Member Award**, due to his outstanding service to the staff and students of Humboldt Unified School District, his ongoing service to the communities of Prescott Valley, Dewey/Humboldt and his enduring commitment to the purposes of the Arizona School Boards Association.

Sample Motion

I move to approve the nomination of Richard Adler for the All-Arizona School Board Member Award, through the Arizona School Board Association, in recognition of his outstanding service.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

Questions should be directed to: Daniel Streeter, Superintendent, 928-759-4000

ACTION

Item 10E.

Pet Partners MOU

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10E
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	Memorandum of Understanding with Pet Partners	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

Pet Partners is a therapy dog program that provides benefits to students that include:

- improves social skills among peers
- children experience better focus and confidence while learning with therapy dogs present
- Children are more motivated to participate and maintain their motivation over time with therapy animals.

Pet Partners works with classroom teachers to be present in the classroom at the most opportune time, including reading groups and social-emotional lessons. The Memorandum of Understanding is to establish expectations and requirements necessary for dog owners/handlers and their dogs to collaborate and participate in a dog therapy program. There is no cost for this program as all participants from Pet Partners are volunteers. Pet Partners provides insurance coverage for all handlers and therapy dogs. All owners/handlers will obtain a fingerprint clearance card prior to accessing the school building.

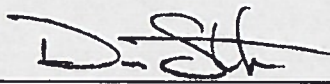
SUMMARY & RECOMMENDATION

It is recommended that the board approve the MOU with Pet Partners.

Sample Motion

I move to approve the memorandum of understanding with Pet Partners for the 2019-2020 school year.

Approved for transmittal to the Governing Board:


Mr. Daniel Streeter, Superintendent

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

Memorandum of Understanding

This Memorandum of Understanding is made between the Humboldt Unified School District (hereinafter "District") and Pet Partners of Prescott, a team of dog handlers and dogs affiliated as a community group with the parent organization, Pet Partners (hereinafter "Pet Partners").

The purpose of this Memorandum of Understanding is to establish the mutual expectations and requirements necessary for the Pet Partners of Prescott team to participate in a dog therapy program at school by bringing trained dogs to school to interact with students.

Pet Partners will:

- Documentation and approval. Pet Partners will submit documentation for each therapy dog as described below. No dog may come to school until documentation for the dog has been reviewed by the school principal or other designee and approved in writing.
- Training. For each dog, Pet Partners must submit evidence of the dog's training and/or certification from a recognized therapy dog program.
- Health and Vaccination. Each therapy dog must be clean, well-groomed, in good health, housebroken, and current on immunizations. Pet Partners will submit proof of current licensure and current vaccinations for each dog.
- Control. All therapy dogs must be under the control of a handler from Pet Partners at all times. In hallways or in classroom settings, this should include the use of a leash unless the leash will interfere with the dog's intended work. With approval from school staff, dogs may be off leash in one-on-one settings or small group settings in a room with the door closed.
- Supervision and Care. Pet Partners is solely responsible for the supervision and care of the dog, including feeding and clean-up.
- Insurance. Pet Partners must submit proof of current liability insurance coverage for Pet Partners that will cover the handlers and dogs while on school property for the therapy program. Policy limits shall be a minimum of one million dollars (\$1,000,000.00) per occurrence.
- Fingerprint card. Each dog handler visiting the school shall have a current Arizona fingerprint card. The card will be submitted in advance for review and approval prior to the time that a handler comes to school with the dog.
- Allergies and other Concerns. Pet Partners agrees to make reasonable efforts to work with the administration to answer questions and address concerns from parents,

students, and staff related to allergies, fear of dogs, incidents which occur during the team visit or other issues which may arise.

- School Directives. Pet Partners agrees that all handlers will comply with applicable school policy and will follow the reasonable directives of school administrators at all times, including emergencies. Appropriate procedures for the handler and dog in an emergency including fire or lockdown will be discussed by a Pet Partners representative with the school principal or his/her designee at the commencement of the dog therapy program. All handlers will be made aware of appropriate policy and procedures prior to their work at school.
- Scheduling. Pet Partners will communicate with school staff in advance of therapy sessions to determine the time, setting, and participants for dog therapy sessions at school. A Pet Partner representative will inform the school principal or other designee in advance if a session needs to be canceled or rescheduled.
- Damages. Pet Partners is solely responsible for any damage to property or injury to any person caused by the handler or the therapy dog.
- Confidentiality. The Pet Partners team will keep information regarding student disabilities and other specific information related to a student confidential and will share student information only as appropriate in the school setting.
- Number of Dogs Approved. Pet Partners may request approval for more than one dog. However, one handler may bring only one dog to school at one time, unless otherwise specifically agreed with the administration. The District, in its sole discretion, may revoke approval for a specific dog based on behavior by the dog at school which is deemed detrimental or disruptive to school operations or student needs.

The District will:

- Staff. District will provide a staff person to be present with the dog handler at all times unless otherwise specifically approved by the school principal for individual or small group settings.
- Scheduling. District will inform Pet Partners in advance if a session needs to be cancelled or rescheduled.
- Illness. District will make reasonable efforts to advise Pet Partners of frequently-occurring illness or infections among the student population that may threaten the health of the handler (such as measles, chicken pox, lice).
- Information/Concerns. The District will provide relevant information to Pet Partners or specific handlers as appropriate about students or staff who may have allergies, fears, or other specific needs related to use of the dog. The District will make reasonable efforts to work with Pet Partners to address concerns of parents, students,

or staff related to the therapy program and to address incidents or issues which may arise.

Term. This agreement will be in effect for a period of one (1) year. It may be renewed subject to continuation of the program and written agreement of the District and Pet Partners. This agreement may be terminated at any time upon written notice from the School District to Pet Partners, or from Pet Partners to the School Superintendent.

Humboldt Unified School District

Pet Partners of Prescott

By: _____
Name

By: _____
Name

Title

Title

Date

Date

Address

Address

Phone Number

Phone Number

ACTION

Item 10F.

IGA – Town of Dewey-Humboldt

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 F
FROM:	Cole Young, Assistant Superintendent	Reading
DATE:	October 15, 2019	Discuss
SUBJECT:	INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY BETWEEN THE TOWN OF DEWEY-HUMBOLDT AND THE HUMBOLDT UNIFIED SCHOOL DISTRICT	Action X Consent

OBJECTIVE: Board Governance

SUPPORTING DATA:

Humboldt Unified School District and the Town of Dewey-Humboldt have been in discussions over the past years about the exchange of specific property at Humboldt Elementary and the Town of Dewey-Humboldt that would benefit both parties. The lower parking lot at Humboldt Elementary use to be the warehouse for the District, but the passing of the 2006 bond, this area was converted to a parking lot for parents and staff. The southern boundary of this parking area is an alley that the Town owns. Because this alleyway is owned by the Town, there are direct access to the school campus issues from adjacent properties. Through this agreement, Humboldt Unified would gain ownership of this strip of property, allowing us to prevent access and secure the perimeter of the school. This would also allow for the District to place a gate at the bottom of the hill and secure access to the campus during non-business hours.

There is also a piece of property on the west side of the campus that runs along the old railroad line that the Town owns that the staff and parents of Humboldt Elementary have used for overflow parking due school's growth over the years. The Town has also agreed to a minimum of 25 years for the school's marquee to be moved from behind the library, where it is blocked from being seen by the road to a small triangular space out on the corner of Corral St. and Prescott St. This would allow for allow for better visibility and improving communication with the community. The sign would be maintained by Humboldt Unified and have to meet all Town codes and ordinances

In exchange for these areas, the Town is looking for an improved area that is fenced so they are able to store and secure Town equipment. We own an area at the top of the playground that is fenced and improved with electricity that meet the Town's needs.

This exchange has been vetted by legal counsel and is true to form for the Board to enter into with the Town of Dewey-Humboldt. If the Board chooses to agree with this exchange of land, the Dewey-Humboldt Town Council would then have to meet to ratify the exchange.

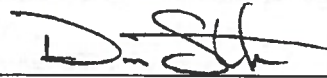
SUMMARY & RECOMMENDATION

It is recommended by the administration that the Board approve the INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY BETWEEN THE TOWN OF DEWEY-HUMBOLDT AND THE HUMBOLDT UNIFIED SCHOOL DISTRICT.

Sample Motion:

I move to approve the INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY BETWEEN THE TOWN OF DEWEY-HUMBOLDT AND THE HUMBOLDT UNIFIED SCHOOL DISTRICT

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

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

EXHIBIT 3 TO ORDINANCE

INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF REAL PROPERTY BETWEEN THE TOWN OF DEWEY-HUMBOLDT AND THE HUMBOLDT UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement for Exchange of Real Property ("Agreement") is entered into this ____ day of _____, 2019, between the Town of Dewey-Humboldt, Arizona, a municipal corporation, ("Dewey-Humboldt"), and the Humboldt Unified School District, a political subdivision of the State of Arizona (hereinafter referred to as "School").

RECITALS:

1. Dewey-Humboldt is empowered to enter into this Agreement pursuant to A.R.S. § 9-407 and has authorized the undersigned to execute this Agreement on behalf of Dewey-Humboldt.
2. School is empowered to enter into this Agreement pursuant to A.R.S. § 15-342.9 and has authorized the undersigned to execute this Agreement on behalf of School.
3. The exchange is in the best interest of the citizens of Dewey-Humboldt and the School.
4. A.R.S. § 11-951 *et seq.* provides that public agencies, including school districts and towns, may enter into intergovernmental agreements for provision of services or for joint or cooperative action.

AGREEMENT:

In consideration of the mutual agreements expressed herein and the respective rights, privileges and obligations of the parties hereinafter set forth, it is agreed as follows:

1. Dewey-Humboldt owns two parcels of land known respectively as a portion of Huron Street and a twenty (20) foot alley which are legally described in Exhibit 1 attached hereto ("Dewey-Humboldt Parcels"), and School owns the parcel of land legally described in Exhibit 2 attached hereto ("School Parcel"). Subject to the requirements of A.R.S. § 9-407 and this Agreement, Dewey-Humboldt shall convey the Dewey-Humboldt Parcels to School and School shall convey the School Parcel to Dewey-Humboldt.

2. Title reports for the Dewey-Humboldt Parcels and the School Parcel shall be prepared and delivered to the non-owner party ("Acquiring Party"). Upon written notice from each Acquiring Party to the other party that the title report is acceptable, the exchange may proceed through Yavapai Title Agency, Inc., 980 North Highway 89, Chino Valley, Arizona 86323 ("Escrow Agent").

3. Fee simple absolute title to the parcels shall be conveyed to the Acquiring Parties as set forth herein at the Close of Escrow (defined in Paragraph 6, below) by Special Warranty Deed, which shall include conveyance of all surface and ground water rights related to the parcel being conveyed. The deed for the conveyance to School of a portion of Huron Street shall include a reservation to Dewey-Humboldt of a public utility easement over, under and across Huron Street. School shall deposit into escrow an executed public utility easement in the form of Exhibit 3, attached hereto. Immediately after the recordation of the deed for the Huron Street parcel, Escrow Agent shall record the public utility easement. The Acquiring Party is only obligated to accept title to the parcel being conveyed to it if (i) the parcel is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances not acceptable to such Acquiring Party; and (ii) the Acquiring Party, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by the Acquiring Party pursuant to Paragraph 8. The Acquiring Party shall have until ten (10) days prior to Close of Escrow to file its objections to the condition of title. Close of Escrow shall occur as set forth below in Paragraph 6, and shall be conditioned on the following:

3.1 Each party shall pay one-half the closing costs.

3.2 Each Acquiring Party shall pay the cost of the title insurance policy for the parcel being acquired by that party.

3.3 Each Acquiring Party shall have until ten (10) days prior to Close of Escrow to make investigations of the parcel it is acquiring and may cancel this agreement at any time prior to that date if it is not satisfied with the condition of the parcel being acquired.

3.4 The conditions set forth in this Agreement shall be satisfied..

3.5 Dewey-Humboldt and School shall deposit with the Escrow Agent an executed license agreement whereby Dewey-Humboldt authorizes School to place a marquee sign on the property described in Exhibit 4 at a location approved by the Town Manager of Dewey-Humboldt, which shall be generally in the center of the property. The term of the license agreement shall be fifty (50) years; provided however, that after the twenty-fifth year of the fifty year term, Dewey-Humboldt may in writing request the removal of the marquee sign within one year, in which case the marquee sign shall be removed within one year of the date of the request from Dewey-Humboldt. The form of License is attached hereto as Exhibit 5. The existing marquee sign located on the School Parcel shall be removed from the School Parcel within sixty (60) days from Close of

Escrow for the properties to be exchanged. If School fails to remove the existing marque sign within such sixty (60) day period, Dewey-Humboldt may do so and charge the cost to the School, which amount shall be paid within ten (10) days of an invoice for the cost of such removal.

4. Each party represents to the other party the following with respect to the parcel being conveyed by it that to the best of its actual knowledge, without additional investigation:

4.1 Except as reflected in the preliminary title report at the time of execution of this Agreement, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by it, which in any manner or to any extent may detrimentally affect the Acquiring Party's right, title, or interest in and to the parcel being acquired or the value of such parcel.

4.2 There is no pending or threatened condemnation or similar proceeding affecting any part of the parcel being conveyed and the conveying party has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

4.3 No work has been performed or is in progress at the parcel being conveyed and no materials have been furnished to the parcel which might give rise to mechanic's, materialman's, or other lien against any part of the parcel.

4.4 All risk of loss related to ownership and possession of the parcels, including liability to third persons, shall be the responsibility of the owner of such parcel until the title and possession of the parcel passes to the Acquiring Party at Close of Escrow. Each party shall indemnify and hold harmless the other for all such loss, damage, liability, fees or costs of any kind whatsoever for its own parcel, except those caused by the other party. This indemnity shall survive termination of this Agreement.

4.5 It is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

4.6 There are no other parties in adverse possession of the parcel being conveyed; there are no parties in possession of the parcel being conveyed; and no party has been granted any license, lease, or other right relating to the use of possession of the parcel being conveyed.

4.7 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by it or pending against it or affecting or involving the parcel being conveyed.

4.8 There is no default nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any Agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.9 There are no agreements or other obligations outstanding for the sale, exchange, or transfer of all or any part of the parcel being conveyed.

4.10 There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the parcel being conveyed, nor has it received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the parcel being conveyed. If any notices of violations are received prior to Close of Escrow, they shall be immediately submitted to the Acquiring Party and the Acquiring Party's review and acceptance shall be a condition precedent to Close of Escrow.

4.11 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by the Non-Acquiring party or pending against the Non-Acquiring Party or affecting or involving the parcel being conveyed.

4.12 There is no default nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any agreement, mortgage, deed of trust, lease, or other instrument which relates to the parcel being conveyed or which affects such parcel in any manner whatsoever.

4.13 It will not, at any time prior to Close of Escrow, grant to any person an interest in the parcel being acquired.

5. Default.

5.1 Default by Non-Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The Acquiring Party shall have all rights and remedies available to it under Arizona law should the Non-Acquiring Party breach any of the provisions under this Agreement. The Acquiring Party shall immediately be entitled to specific performance by the Non-Acquiring Party, should the Non-Acquiring Party breach any provision of this Agreement.

5.2 Default by Acquiring Party: All provisions of this Agreement are hereby deemed to be material. The parties agree that Acquiring Party's remedies for the Non-Acquiring Party's breach of this Agreement shall be such rights and remedies available to them under Arizona law.

5.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Agreement.

6. Close of Escrow shall occur on or before 60 days following Opening of Escrow. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the parcels shall be transferred from the Non-Acquiring Party to the Acquiring Party. In no event shall the escrow close on the conveyance of the Dewey-Humboldt Parcel to the School until after the Close of Escrow for the conveyance of the School Parcel to Dewey-Humboldt.

7. Applicability of A.R.S. § 38-511.

7.1 School may cancel this Agreement pursuant to A. R. S. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the School is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of Dewey-Humboldt in any capacity or a consultant to Dewey-Humboldt with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the School is received by Dewey-Humboldt, unless the notice specifies a later time.

7.2 Dewey-Humboldt may cancel this Agreement pursuant to A.R.S. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of Dewey-Humboldt is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of School in any capacity or a consultant to School with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from Dewey-Humboldt is received by the School, unless the notice specifies a later time.

8. Each Party shall allow the other Party and/or its agent's access to the Property it is acquiring pursuant to this Agreement to perform, at Acquiring Party's sole expense, any and all investigations, inspections, tests and studies desired by Acquiring Party in connection with its review of the matters described in Paragraph 3.3 of this Agreement. To the extent permitted by Arizona law, Acquiring Party hereby agrees to indemnify and defend the other Party and hold the other Party harmless from and against any and all claims, demands, actions, losses, liabilities, obligations, damages, costs and expenses (including without limitation reasonable attorneys' fees and court costs, whether or not any action is filed or prosecuted) incurred in connection with such access, investigations or inspections. Acquiring Party's indemnification obligations under this Section shall survive the Closing, the termination of this Agreement and/or the cancellation of the Escrow.

9. Except for those representations contained in Paragraph 4 of this Agreement, each Party acknowledges that it is acquiring the Parcel(s) from the other Party "AS IS" AND "WHERE IS" WITH NO WARRANTY OF ANY KIND.

10. Notices: All notices, demands, request consents, approvals and other communications (collectively, "Notices") required hereunder shall be given by certified U.S. mail return receipt request, postage prepaid or personally delivered and acknowledged, at the addresses set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. Notices shall be deemed received upon receipt, which shall be evidenced by a receipted copy (in the case of Notices that are personally delivered), or as evidenced by the postal service receipt.

Town of Dewey-Humboldt
Town Manager
P.O. Box 69
Humboldt, AZ 86329

Humboldt Unified School District
District Manager
6411 N. Robert Road
Prescott Valley, AZ 86314

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed the date and year first herein above written.

TOWN OF DEWEY-HUMBOLDT

HUMBOLDT UNIFIED SCHOOL
DISTRICT

By: _____
Terry Nolan, Mayor

By: _____

ATTEST:

ATTEST

Tim Mattix, Town Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Town Attorney

School District Attorney

EXHIBIT 1 TO INTERGOVERNMENTAL AGREEMENT
DEWEY-HUMBOLDT PARCELS (HURON STREET AND 20' ALLEY)

LAND DESCRIPTION
(Huron Street Parcel)

All that portion of 'Huron Street' and the 'Prescott and Eastern R.R.' as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE N38°26'01"W , 52.11 feet along the northeasterly line of said parcel;

THENCE N54°49'46"W , 295.99 feet along said line;

THENCE S61°40'47"W , 67.06 feet along the northwesterly line of said parcel to a spike and washer stamped RLS 35138;

THENCE N73°08'01"W , 52.90 feet to the TRUE POINT OF BEGINNING;

THENCE S46°17'21"W, 51.78 feet;

THENCE S38°46'54"W, 147.73 feet;

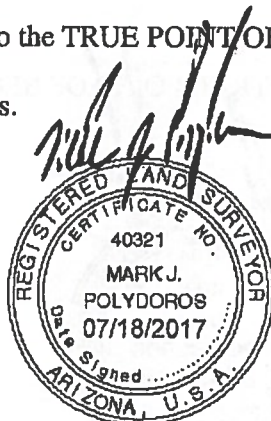
THENCE N55°18'56"W, 43.21 feet;

THENCE N34°41'04"E, 138.41 feet;

THENCE N48°47'44"E, 61.53 feet;

THENCE S55°18'56"E, 49.18 feet to the TRUE POINT OF BEGINNING.

Containing 9,690 sq.ft or 0.222 acres.



Expires 3/31/2019

LAND DESCRIPTION
(20' Alley Parcel)

All that portion of a 20' Alley lying immediately adjacent to and northwesterly of Block 20 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE continuing N40°59'58"W , 207.46 feet along said line to the TRUE POINT OF BEGINNING;

THENCE S48°56'47"W , 49.94 feet to the most northerly corner of said block 20;

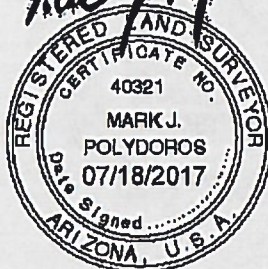
THENCE continuing S48°56'47"W , 293.12 feet along the northwesterly line of said block 20 to a point on the easterly right of way of the abandon Prescott & Eastern R.R. Said point being on a curve curve concave to the northeast, having a radius of 524.63 feet, to which the radius point bears N59°54'29"E;

THENCE northwesterly along the arc of said curve 20.45 feet, through a central angle of 02°14'02;

THENCE N48°56'47"E , 283.93 feet

THENCE N60°12'16"E , 55.94 feet to the TRUE POINT OF BEGINNING.

Containing 6,520 sq.ft or 0.150 acres.



Expires 3/31/2019

SCHOOL PARCEL

LAND DESCRIPTION
(Humboldt Elementary School Parcel)

All that portion of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94, also being a portion of 'A Revised Map of Humboldt', as recorded in Book 2 of Maps & Plats, Page 9, Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

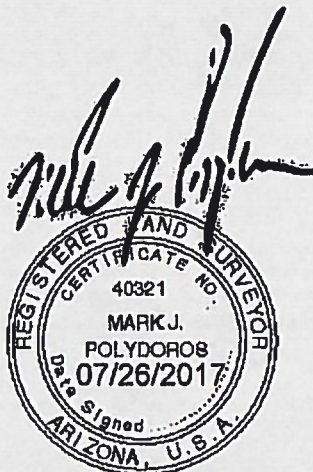
THENCE S00°04'50"W , 515.47 feet along the easterly line of said parcel to the TRUE POINT OF BEGINNING;

THENCE continuing S00°04'50"W, 223.65 feet along said line to a 5/8" rebar capped RLS 35138;

THENCE N40°59'58"W , 220.91 feet along the southwesterly line of said parcel;

THENCE N68°27'21"E , 155.90 feet to the TRUE POINT OF BEGINNING.

Containing 16,210 sq.ft or 0.372 acres.



Expires 3/31/2019

EXHIBIT 3 TO INTERGOVERNMENTAL AGREEMENT

FORM OF PUBLIC UTILITY EASEMENT

When Recorded Return to:
Town Clerk, Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

Exempt under A.R.S. § 11-1134(A)(2)

PUBLIC UTILITY EASEMENT

GRANTOR:

Humboldt Unified School District

GRANTEE:

Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, AZ 85296

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants and convey to GRANTEE, its successors and assigns, a perpetual easement described herein for utility purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other utility facilities and telemetering and communications equipment in, on, over, under, across, above and through the following described real property situated within Yavapai County, Arizona:

[INSERT HURON STREET LEGAL DESCRIPTION]

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such utility facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline over adjoining property of the GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have full use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses

which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the utility facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area. GRANTEE shall return the easement area to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement.

This Public Utility Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

CAUTION: The above described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to* excavation.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this ____ day of

_____, _____.

GRANTOR:

GRANTOR:

_____,
a Humboldt Unified School District, a political
subdivision of the State of Arizona

By _____
[ADD FULL NAME AND TITLE]

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, _____, before me, the undersigned Notary
Public, personally appeared _____ **[NAME IF SIGNER]**, the
_____ **[FILL IN TITLE]** of the Humboldt Unified School District, being so
authorized to execute, who executed and acknowledged the foregoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS	
(other than those named in the notarial certificate)	

ACCEPTED BY THE TOWN OF DEWEY-HUMBOLDT

Mayor

Date

EASEMENT DESCRIPTION
(Town of Dewey-Humboldt Parcel)

An Easement for Public Utilities over a portion of Block 21 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE S00°04'50"W (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE N89°55'10"W , 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE S00°04'50"W , 739.12 feet along the easterly line of said parcel to a 5/8" rebar capped RLS 35138;

THENCE continuing S00°04'50"W , 38.64 feet along said line to a point on the northerly right of way of Prescott Street;

THENCE S89°47'33"W , 224.76 feet along said right of way to the beginning of a curve concave to the south, having a radius of 245.00 feet , to which the radius point bears S00°02'18"W;

THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of 01°06'20; to the TRUE POINT OF BEGINNING;

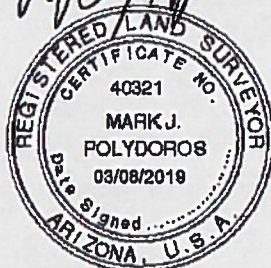
THENCE continuing westerly along the arc of said curve 48.88 feet, along said right of way, through a central angle of 11°25'49";

THENCE N41°36'30"W, 29.18 feet to a point on the southerly right of way of Corral Street;

THENCE N49°01'13"E , 40.08 feet along said line to the most northerly corner of Lot 24;

THENCE S41°32'07"E, 56.60 feet to the TRUE POINT OF BEGINNING.

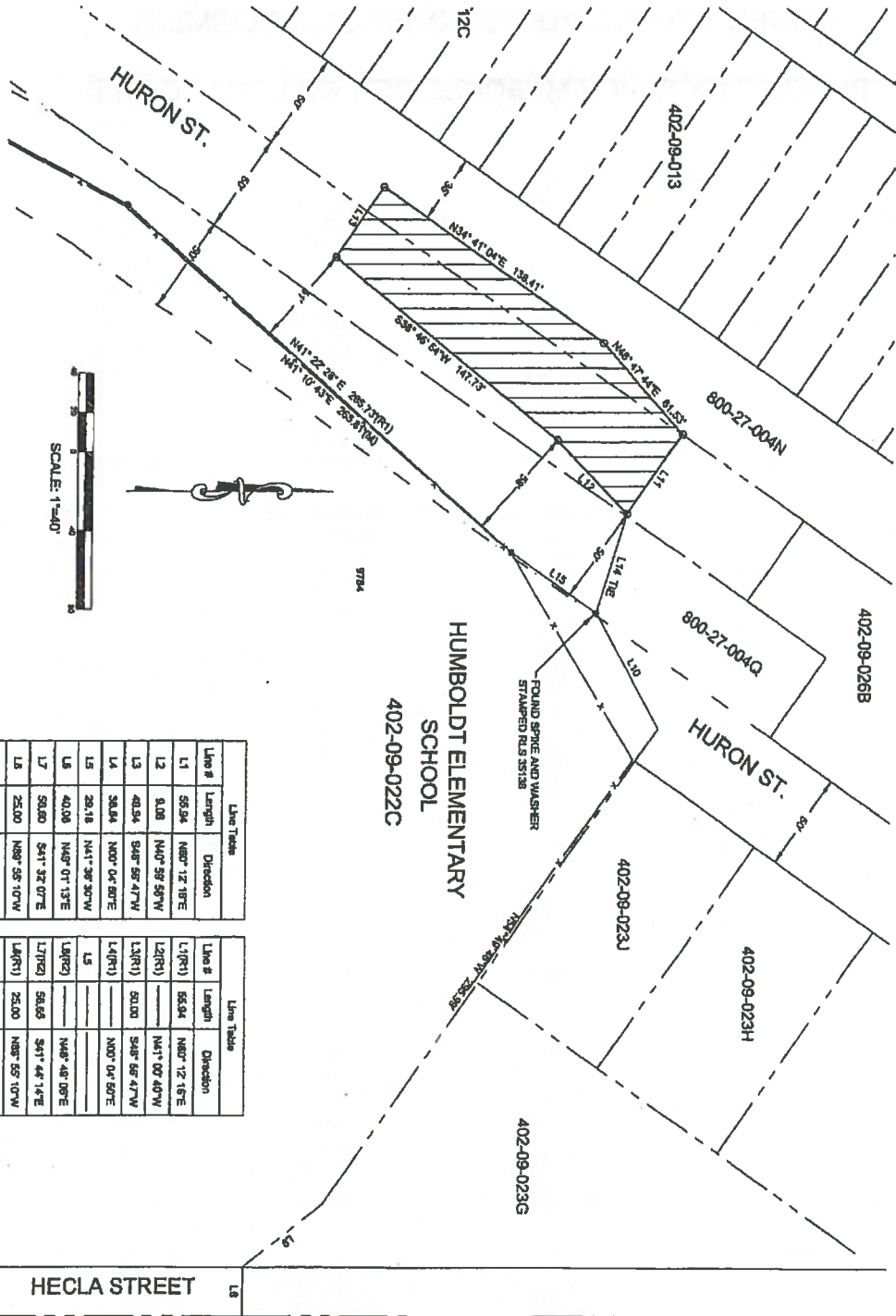
Containing 1,679 sq.ft.



Expires 3/31/2019

RECORD OF SURVEY

MINOR LAND DIVISION OF ASSESSORS PARCELS 800-27-004N & 800-27-004D (HURON STREET RIGHT OF WAY) & PARCELS 800-27-006, 127 ALLEY, MINOR LAND DIVISION OF 402-09-022C (HUMBOLDT ELEMENTARY SCHOOL), MINOR LAND DIVISION OF PARCELS 402-09-023H (TOWN OF DENVER HUMBOLDT PARCELS), ALSO BEING A PORTION OF A REVERSED MAP OF THE TOWN OF HUMBOLDT ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY ARIZONA



Curve #	Length	Radius	Delta
C1	48.88	245.00	011°29'46"
C2	20.45	524.83	002°14'02"
C3	4.73	245.00	001°09'27"

Curve #	Length	Radius	Delta
C1	—	—	—
C2(1)	20.48	524.83	002°14'16"
C3	—	—	—

Line #	Length	Direction
L1	55.54	N80°12'18"E
L2	9.08	N40°59'58"W
L3	48.54	S48°58'47"W
L4	38.84	N00°04'50"E
L5	25.18	N41°38'30"W
L6	40.06	N40°07'13"E
L7	58.60	S41°32'07"E
L8	25.00	N89°28'10"W
L9	52.11	N38°28'01"W
L10	87.08	S81°48'47"W
L11	48.18	S56°18'58"E
L12	51.78	S46°17'21"W
L13	43.81	N48°18'58"W
L14	52.80	N73°08'01"W
L15	63.91	N35°22'22"E

Line #	Length	Direction
L1(1)	55.54	N80°12'18"E
L2(1)	—	N41°00'40"W
L3(1)	50.00	S48°58'47"W
L4(1)	—	N00°04'50"E
L5	—	N41°38'30"W
L6(1)	—	N40°48'09"E
L7(1)	58.60	S41°48'14"E
L8(1)	25.00	N89°55'10"W
L9(1)	52.11	N38°28'01"W
L10(1)	87.08	S81°48'47"W
L11	—	—
L12	—	—
L13	—	—
L14	—	—
L15(1)	63.91	N35°22'22"E

LEGEND

- (R1) RECORDING DATA PER LAND SURVEY RECORDED IN BK 176, PG 14
- (R2) RECORDING DATA PER DEED OF GIFT RECORDED IN BK 402, PG 12
- (M) MEASURED DATA
- FOUND 5/8" REBAR CAPPED R.L.S. 35138
- FOUND 5/8" REBAR CAPPED YAVAPAI COUNTY
- FOUND 1/2" REBAR CAPPED 24522
- FOUND 1/2" REBAR NO CAP OR TAG
- FOUND 1/2" REBAR CAPPED R.L.S. 22778
- FOUND 1/2" REBAR CAPPED R.L.S. 22778
- FOUND 1/2" REBAR CAPPED R.L.S. 40231
- FOUND 1/2" REBAR CAPPED R.L.S. 40231
- SET 1/2" REBAR CAPPED R.L.S. 40231

NOTES

1. EASMENTS OF RECORD MAY NOT BE SHOWN ON THIS PLAT.
2. BEARINGS AND DISTANCES ON ADJACENT ARE SHOWN AS CORROBORATIVE EVIDENCE ONLY AND SHOULD NOT BE CONSTRUED AS A SURVEY OF THESE PROPERTIES.
3. ALL DOCUMENTS REFERRED TO HEREON ARE ON FILE AT THE YAVAPAI COUNTY RECORDERS OFFICE.

SURVEYORS STATEMENT

THE DEPENDENT RE-SURVEY AS SHOWN ON THIS PLAT WAS EXECUTED BY ME OR UNDER MY DIRECTION DURING JAN. 2013. ALL MONUMENTS SHOWN ACTUALLY EXIST AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED.



EXPIRES 3/21/2015

MINOR LAND DIVISION DENVER-HUMBOLDT/HUMBOLDT ELEMENTARY PARCELS		SHEET 3 OF 3
Meridian Land Surveyors, LLC. P.O. BOX 548, Dewey, AZ 86027 Phone (928) 772-6380 mml@meridianlandsurveyors.com		DRAWN BY: JAP DATE: 07/02/2017
		REVISIONS: JOB NO.: 1504

EXHIBIT 4 TO INTERGOVERNMENTAL AGREEMENT
PROPERTY ON WHICH MARQUEE SIGN WILL BE LOCATED

LAND DESCRIPTION
(Town of Dewey-Humboldt Parcel)

All that portion of Block 21 as recorded in Book 2 of Maps & Plats, Page 9, 'A Revised Map of Humboldt', Yavapai County Records, located in the southeast quarter of Section 15, Township 13 North, Range 1 East, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East $\frac{1}{4}$ of said Section 15, a GLO brass cap monument;

THENCE $S00^{\circ}04'50''W$ (Basis of Bearings) along the easterly line of said Section 15, 532.19 feet;

THENCE $N89^{\circ}55'10''W$, 25.00 feet to the northeast corner of the Humboldt Elementary School Parcel as recorded in Book 178 of Land Surveys, Page 94;

THENCE $S00^{\circ}04'50''W$, 739.12 feet along the easterly line of said parcel to a $\frac{5}{8}$ " rebar capped RLS 35138;

THENCE continuing $S00^{\circ}04'50''W$, 38.64 feet along said line to a point on the northerly right of way of Prescott Street;

THENCE $S89^{\circ}47'33''W$, 224.76 feet along said right of way to the beginning of a curve concave to the south, having a radius of 245.00 feet, to which the radius point bears $S00^{\circ}02'18''W$;

THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of $01^{\circ}06'20''$; to the TRUE POINT OF BEGINNING;

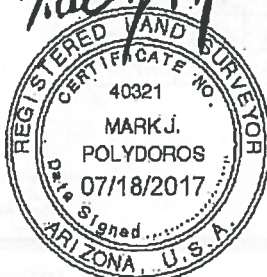
THENCE continuing westerly along the arc of said curve 48.88 feet, along said right of way, through a central angle of $11^{\circ}25'49''$;

THENCE $N41^{\circ}36'30''W$, 29.18 feet to a point on the southerly right of way of Corral Street;

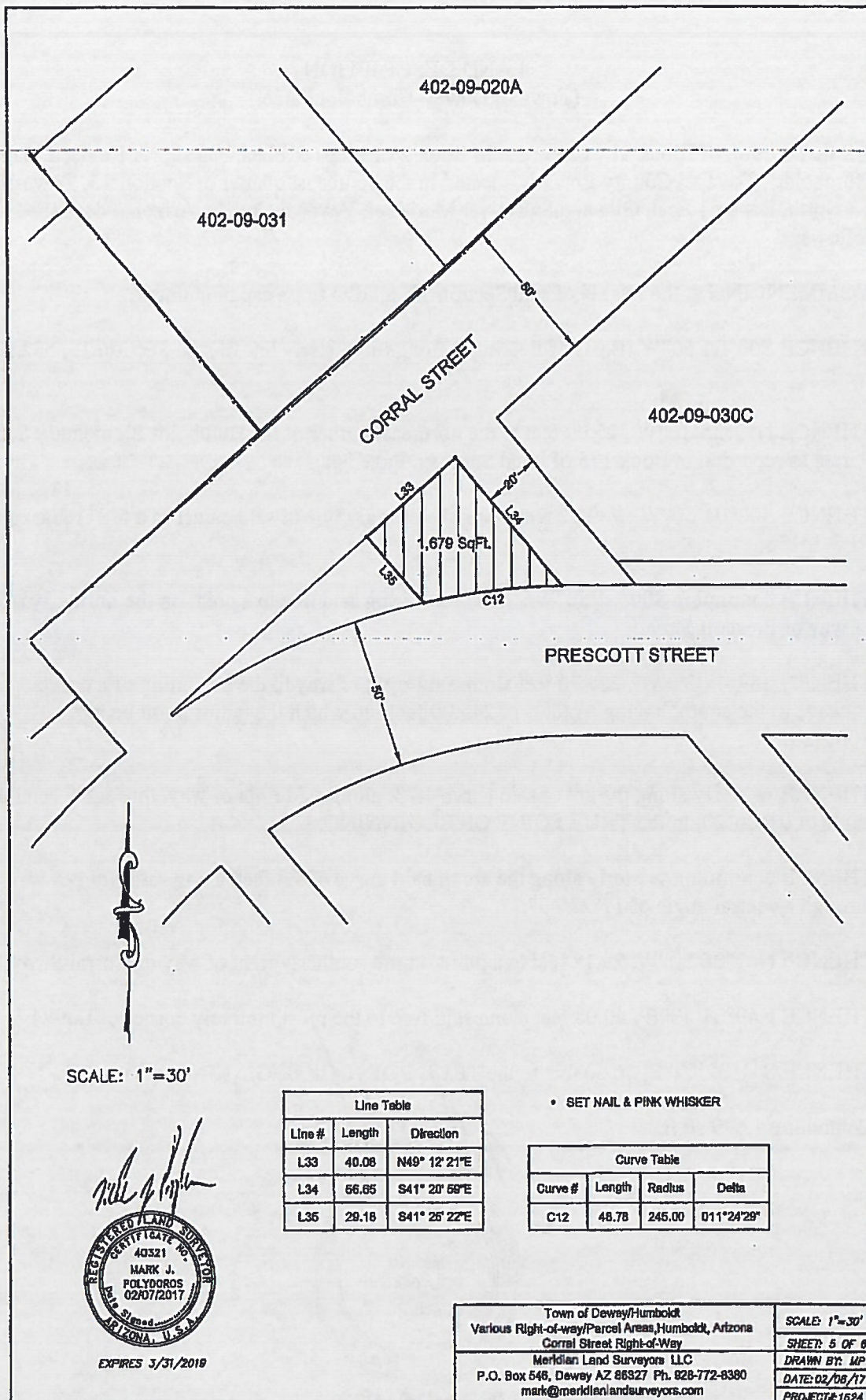
THENCE $N49^{\circ}01'13''E$, 40.08 feet along said line to the most northerly corner of Lot 24;

THENCE $S41^{\circ}32'07''E$, 56.60 feet to the TRUE POINT OF BEGINNING.

Containing 1,679 sq.ft.



Expires 3/31/2019



Line Table		
Line #	Length	Direction
L33	40.08	N49° 12' 21"E
L34	66.65	S41° 20' 59"E
L35	29.18	S41° 25' 22"E

Curve Table			
Curve #	Length	Radius	Delta
C12	48.78	245.00	011°24'29"



EXPIRES 3/31/2019

Town of Dewey/Humboldt Various Right-of-way/Parcel Areas, Humboldt, Arizona Corral Street Right-of-Way Meridian Land Surveyors LLC P.O. Box 546, Dewey AZ 86327 Ph. 928-772-8380 mark@meridianlandsurveyors.com		SCALE: 1"=30'
		SHEET: 5 OF 6
		DRAWN BY: MP
		DATE: 02/08/17
		PROJECT#: 1624

EXHIBIT 5 TO INTERGOVERNMENTAL AGREEMENT

FORM OF LICENSE FOR MARQUEE SIGN

When Recorded Return to:
Town Clerk, Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

Exempt under A.R.S. § 11-1134(A)(2)

LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 20____, by and between Humboldt Unified School District, an Arizona political subdivision ("Licensor") and the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation ("Licensee").

Recitals:

A. Licensor owns the real property described on Exhibit A, attached hereto and made a part hereof by this reference ("Licensed Property").

B. Licensee desires to place a marquee sign on the Licensed Property and desires to maintain the marquee sign on the Licensed Property.

C. Licensor is willing to grant a license to Licensee for the above purpose so long as the marquee sign is maintained in good condition and in compliance with Town Codes.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Licensor and Licensee agree as follows:

Terms and Conditions:

1. **Grant of License:** Licensor hereby grants to Licensee a license ("License") to use and maintain a marquee sign on the Licensed Property. The marquee sign shall be located generally at the center of the Licensed Property. The location of the marquee sign shall be approved in writing by the Town Manager of Dewey-Humboldt prior to Licensee placing the marquee on the Licensed Property.

2. **Ownership of License Area and Marquee Sign:** Licensor shall retain ownership, title and use of the Licensed Property. Licensee shall retain ownership, title and use of the marquee sign.

3. **Maintenance:** Licensee shall keep the Licensed Property and marquee sign in good condition and shall repair and maintain the marquee sign at Licensee's sole expense. Licensee shall not place any hazardous substance or materials on the Licensed Property that could potentially cause environmental contamination of the License

Property.

4. **Term:** This License shall commence on the date of this Agreement and shall terminate on the date that is fifty (50) years from the date of this License, provided however, that Licensor may terminate this License on the date that is twenty-five years from the date of this License or such later date as determined by Dewey-Humboldt, by giving Licensee written notice of termination. Licensee shall remove the marquee sign at its cost on or before one year from the date of the written notice. Licensor may also terminate this License in the event Licensee fails to maintain the marquee sign and the Licensed Property in good condition. Upon termination of this License, Licensee shall restore the Licensed Property to the same or better condition as it existed prior to the granting of this License. If this is not completed within thirty (30) days of notice of termination of this License, Licensor may restore the Licensed Property to its condition as it existed prior to the granting of this License and charge the cost thereof to Licensee and Licensee agrees to pay such costs within ten (10) days of presentation of a bill.

5. **License Fee:** There shall be no license fee for this License.

6. **Indemnification:** Licensee shall indemnify and hold harmless Licensor, its employees, officers and agents, from and against any liability, claim, injury or damage (including attorney's fees and costs) arising out of Licensee's use of the Licensed Property or the location, installation or maintenance of the marquee sign.

7. **Compliance with Law.** Licensee shall comply with all applicable laws, statutes, ordinances, rules and regulations applicable to this License.

8. **Not a Lease:** The Licensee shall not, by virtue of this Agreement, be deemed to have become the tenant of the Licensor.

9. **Governing Law:** This License is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

10. **Attorneys' Fees:** Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing party.

11. **Conflict of Interest:** In the event Licensor elects to cancel this Agreement due to a conflict of interest as outlined in A.R.S. § 38-511 as amended, Licensor agrees to immediately give notice thereof to Licensee.

12. **Service of Notice:** All notices and demands required or permitted by this License shall be in writing and shall be deemed to have been given properly when sent by certified mail (postage pre-paid), delivered personally to the party at the address below or to such other address as may be furnished:

Notices to Licensor
Town Manager

Notices to Licensee

Town of Dewey-Humboldt
2735 S. Highway 69
Dewey-Humboldt, Arizona 85329

IN WITNESS WHEREOF, the parties hereto have executed this License
this _____ day of _____, 20__.

LICENSOR:
Town of Dewey-Humboldt, Arizona

LICENSEE:
Humboldt Unified School District

BY: _____

ATTEST:

Tim Mattix, Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing License Agreement was personally acknowledged before
me this _____ day of _____, 20__, by _____ who

executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing License Agreement was personally acknowledged before
me this _____ day of _____, 20_, by _____ who
executed the foregoing instrument for the purposes therein contained.

Notary Public

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS	
(other than those named in	
the notarial certificate)	

EXHIBIT A TO LICENSE AGREEMENT
DESCRIPTION OF LICENSED PROPERTY

LAND DESCRIPTION
(Town of Dewey-Humboldt Parcel)

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THENCE westerly along the arc of said curve 4.73, along said right of way, through a central angle of 01°06'20; to the TRUE POINT OF BEGINNING;

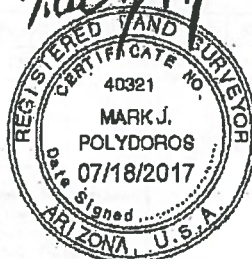
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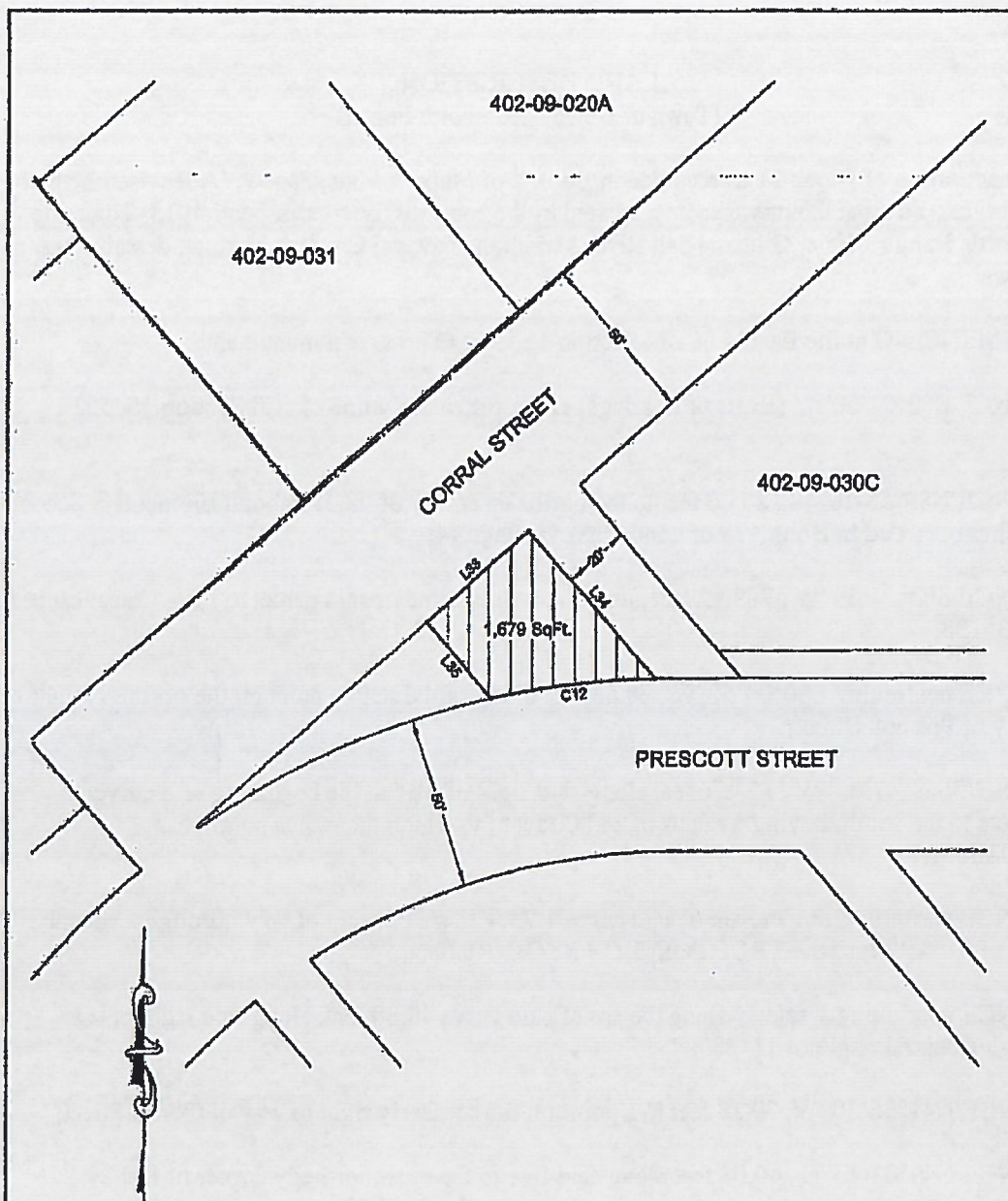
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Containing 1,679 sq.ft.



Expires 3/31/2019



SCALE: 1"=30'



EXPIRES 3/31/2019

Line Table		
Line #	Length	Direction
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• SET NAIL & PINK WHISKER

Curve Table			
Curve #	Length	Radius	Delta
C12	48.78	246.00	011° 24' 28"

Town of Dewey/Humboldt
Various Right-of-way/Parcel Areas, Humboldt, Arizona
Corral Street Right-of-Way
Meridian Land Surveyors, LLC
P.O. Box 546, Dewey AZ 86327 Ph. 928-772-8380
mark@meridianlandsurveyors.com

SCALE: 1"=30'
SHEET 5 OF 8
DRAWN BY: LP
DATE: 02/05/17
PROJECT: 1624