

# **GOVERNING BOARD MEETING**

Tuesday, June 9, 2020

Due to current school closures the HUSD Governing Board Meeting will be conducted via live streaming available at <a href="https://www.humboldtunified.com">www.humboldtunified.com</a> (Select 'School Board' and then 'Virtual Meetings')

Regular Session @ 5:30

# **OFFICIAL COPY**

Dr. Daniel Streeter, Superintendent

Ryan Gray, President Richard Adler, Vice President Corey Christians, Member Suzie Roth, Member Paul Ruwald, Member ~REVISION #2~ POSTED 06/08/2020 4:00 PM

# **HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

A Caring, Learning Community Transforming Today's Learners into Tomorrow's Successes

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

# VIRTUAL MEETING NOTICE

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a virtual meeting open to the public on **June 9, 2020** at **5:30 PM**. Please see below for access information.

- 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 <a href="rebecca.cooley@humboldtunified.com">rebecca.cooley@humboldtunified.com</a>. Requests should be made as early as possible to arrange the accommodation.
- Members of the public wishing to access this virtual meeting should visit <a href="www.humboldtunified.com">www.humboldtunified.com</a> and navigate to the Virtual Meetings page under the School Board heading.
- Discussion by the Board is limited to items posted on the agenda.

# **AGENDA**

# 5:30 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

- Pages 1-5 A. Recognition of 2020 HUSD Retirees
- Page 6 B. Recognition of the 2018-2019 2019-20 Yavapai County Education Foundation Teacher of the Year finalists and category winners from HUSD Superintendent Streeter
  - C. Recognition of outgoing District Administrators
    - Mr. Cole Young, Assistant Superintendent
    - o Dr. Daniel Streeter, Superintendent

# 7. CONSENT ITEMS

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

- Pages 7-9 A. Personnel Recommendations
- Pages 10-14 B. Governing Board Meeting Minutes of May 8, 2020 and May 12, 2020 (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 15-163 C. Financial/Business
  - 1. Approval of Accounts Payable voucher(s) in the amount of \$ 2,405,754.87
  - 2. Approval of Payroll voucher(s) in the amount of \$ 6,917,895.04
- Pages 164-171 D. Monthly Budget Report
- Pages 172-174 E. Monthly Student Activities Report
- Pages 175-176 F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for May 2020
- Pages 177-188 **G.** Request for approval of Intergovernmental Agreement (IGA) renewal with Mayer Unified School District for special education services for 2020-2021 (Program for students with Emotional Disabilities/ED-P) Foundations Academy
- Pages 189-196 H. Request for approval to renew a five-year Intergovernmental Agreement with Yavapai County Educational Technology Consortium
- Pages 197-198 I. Request for approval of Cooperative Purchasing Contracts for FY 20-21
- Pages 199-200 J. Request for approval to appoint a Department of Emergency and Military Affairs (DEMA) Representative
- Pages 201-203 K. Request for approval of fiscal year 19-20 Sole Source Vendor Listing
- Pages 204-211 L. Request for approval of ELA position ELA Curriculum / Intervention Coordinator for 2020-21
- Pages 212-218 M. Request for approval of the 2019-2020 Revised Stipend Schedule
- Pages 219-242 N. Request for approval to renew the Intergovernmental Agreement (IGA) between Humboldt Unified School District and Mountain Institute Career and Technical Education District (MICTED)
- Pages 243-249 O. Discussion and possible action to approve renewal of school based counseling services IGA through Southwest Behavioral & Health Services
- Pages 250-268 **P.** Request for approval to renew the Intergovernmental Agreement (IGA) with Yavapai College for dual credit courses offered at Bradshaw Mountain High School for the 2020-21 school year
- Pages 269-274 Q. Request to enter into a Memorandum of Understanding (MOU) with the Highlands Center for Natural History for a Native Habitat Program at Coyote Springs Elementary School
- Pages 275-282 R. Request for approval to renew the Agreement between Humboldt USD and Advancement Via Individual Determination (AVID) for the 2020-21 school
- Pages 283-285 S. Request for authorization to execute warrants between Governing Board meetings for fiscal year 2020-21

Pages 286-291	T.	Request for appro	val of revised 2020-21 Administ	rative Salary Schedule and Job Descriptions
Pages 292-329	U.	Discussion and po County Forest Fee	ossible action to renew a five-yea es Management Association	ar Intergovernmental Agreement with Yavapai
Pages 330-332	V.	Request for appro	val of Alternative Project Deliver	ry Methods (APDM)
Pages 333-334	W.	Request for appro	val to appoint a District Represe	entative to oversee Procurement Bid Protests
Pages 335-336	Χ.	Discussion and po Contract to Diesel	essible action to award the Distri Direct West, Inc.	ct's Fleet Fuel Card System Multi-Term
Pages 337-342	Y.	Request for appro-	val of Beat the Odds Leadership	Academy Agreement
Page 342.1	Z.	Discussion and po as the District's tru	ssible action to approve the appostee to the Yavapai Unified Emp	pointment of an HUSD employee to serve ployee Benefit Trust beginning June 10, 2020
Pages 343-344	AA	.Gifts and donation	s	
<b>8.</b> Pages 345-346		SCUSSION ITEMS ( Bond / Override Di	(no action will be taken) scussion	
Pages 347-348	В.	Yavapai County Ed	ducation Foundation (YCEF) Mir	ni-Grant Recipient Presentations
Pages 349-350	C.	Review of Humbol	dt Unified School District's Pand	lemic Preparedness Plan
Pages 351-354	D.	First Reading of Po  Policy GCL	olicy GCL revision, as recommer Professional Staff Schedules a	
Pages 355-361	E.	First Reading of Po  Policy GCCG	olicy GCCG revision, as recomm Professional/Support Staff Vol	nended by Meet & Confer untary Transfer of Accrued Sick Leave
9.	AC	TION		
Pages 362-373			ssible action to approve a Prong	horn Land Exchange
10.	PE	RSONNEL		
Pages 374-375	A.	Discussion and pos	ssible action to approve the hirin	g of new Executive Director of Operations
Pages 376-377	B.	Discussion and pos Principal	ssible action to approve the hirin	g of new Bradshaw Mountain High School
Pages 378-379	C.	Discussion and pos Principal	ssible action to approve the hirin	g of new Glassford Hill Middle School
Pages380-381	D.	Discussion and pos Services	ssible action to approve the hirin	g of new Assistant Director of Special
Pages 382-383	E.	Discussion and pos Assistant Principal	ssible action to approve the hirin	g of new Glassford Hill Middle School
11.		NOUNCEMENTS		
1 00 0005	A.	Next Scheduled Bo		
June 23, 2020 July 14, 2020 August 11, 2020	0	6:30 p.m. 6:30 p.m. 6:30 p.m.	Special Meeting Regular Meeting Regular Meeting	@ TBD @ TBD @ TBD

# 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 <a href="www.humboldtunified.com">www.humboldtunified.com</a>; 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. Recognition of 2020 HUSD Retirees
- B. Recognition of 2019-20 Yavapai County Education Foundation Teacher of the Year finalists and category winners
- C. Recognition of outgoing District administrators
  - > Mr. Cole Young, Assistant Superintendent
  - > Dr. Daniel Streeter, Superintendent

# **HUMBOLDT UNIFIED SCHOOL DISTRICT**

Item #

TO: Humboldt Unified School District Governing Board

FROM: Cole Young, Assistant Superintendent-Operations Reading

DATE: June 9, 2020 Discuss X

SUBJECT: Honoring of 2019-2020 Retiring HUSD Staff Action

Consent

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

# **SUPPORTING DATA**

The Governing Board and Administration wish to recognize the valuable HUSD employees retiring at the conclusion of the 2019-2020 School Year. These outstanding individuals have provided indispensable services to the District in support of its academic mission.

# **SUMMARY & RECOMMENDATION**

It is recommended that the Governing Board acknowledge our 2019-2020 retirees through the attached Resolution (Board President reads Resolution).

Approved for transmittal to the Governing Board

Dr. Daniel Streeter, Superintendent

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



# RESOLUTION

# ADOPTED BY THE GOVERNING BOARD OF THE HUMBOLDT UNIFIED SCHOOL DISTRICT JUNE 9, 2020

# HONORING HUSD RETIRING STAFF

WHEREAS, Ms. AMANDA MAXWELL RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWO YEARS OF OUTSTANDING SERVICE, AS AN ART TEACHER AT BRADSHAW MOUNTAIN MIDDLE SCHOOL.

WHEREAS, Ms. KATHERINE WYLY RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING THREE YEARS OF OUTSTANDING SERVICE, AS A RESOURCE TEACHER AT LIBERTY TRADITIONAL SCHOOL.

WHEREAS, Ms. STACY BRUSH RETIRES AT THE END OF JUNE AFTER COMPLETING THREE YEARS OF OUTSTANDING SERVICE, AS A PRINCIPAL AT HUMBOLDT ELEMENTARY SCHOOL.

WHEREAS, MR. HOWARD RON KILLEN RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING THREE YEARS OF OUTSTANDING SERVICE, AS A SPECIAL EDUCATION TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Ms. PEGGY HODES RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING FOUR YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT MOUNTAIN VIEW ELEMENTARY SCHOOL.

WHEREAS, Ms. GAYAN RATZLAFF RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING FIVE YEARS OF OUTSTANDING SERVICE, AS AN MSP AIDE AT GRANVILLE ELEMENTARY SCHOOL.

WHEREAS, Ms. SHELLEY WHITE RETIRED AT THE END OF LAST SCHOOL YEAR AFTER COMPLETING FIVE AND A HALF YEARS OF OUTSTANDING SERVICE, AS A BUS DRIVER IN THE TRANSPORTATION DEPARTMENT.

WHEREAS, Ms. REBECCA FOLK RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING SIX YEARS OF OUTSTANDING SERVICE, AS TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Ms. KIM ADAMS RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING SEVEN YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Mr. RONALD SCOTT PAFFUMI RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING EIGHT YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT LAKE VALLEY ELEMENTARY SCHOOL.

WHEREAS, Ms. RENITA TAYLOR RETIRED IN NOVEMBER 2019 AFTER COMPLETING NINE YEARS OF OUTSTANDING SERVICE, AS AN ADMINISTRATIVE SECRETARY IN THE FOOD SERVICES DEPARTMENT.

WHEREAS, Ms. DIANE HARRIS RETIRED IN OCTOBER 2019 AFTER COMPLETING NINE YEARS OF OUTSTANDING SERVICE, AS A FOOD & NUTRITION WORKER IN THE FOOD SERVICES DEPARTMENT.

WHEREAS, Mrs. CYNTHIA WINDHAM RETIRED IN MARCH 2020 AFTER COMPLETING TEN YEARS OF OUTSTANDING SERVICE, AS FINANCE DIRECTOR AT HUMBOLDT UNIFIED SCHOOL DISTRICT.

WHEREAS, Ms. MARY PARDO RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TEN AND ONE-HALF YEARS OF OUTSTANDING SERVICE, AS A RESOURCE AIDE, AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Ms. AMY VAN WINKLE RETIRED IN FEBRUARY 2019 AFTER COMPLETING ELEVEN YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Mr. Daniel McKenna retired in March 2020 after completing fifteen years of outstanding service, as a Bus Driver in the Transportation Department.

WHEREAS, Ms. SARAH STRAUS RETIRED AT THE END OF THIS SCHOOL YEAR, AFTER COMPLETING FIFTEEN YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT GLASSFORD HILL MIDDLE SCHOOL.

WHEREAS, Ms. VIOLA JENSEN RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING NINETEEN YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT LIBERTY TRADITIONAL SCHOOL.

WHEREAS, Ms. KATHLEEN SCHUHMACHER RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWENTY YEARS OF OUTSTANDING SERVICE, AS A RESOURCE TEACHER AT MOUNTAIN VIEW ELEMENTARY SCHOOL.

WHEREAS, Ms. FAITH CLEAVES RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWENTY-THREE YEARS OF OUTSTANDING SERVICE, AS A KITCHEN MANAGER AT HUMBOLDT ELEMENTARY SCHOOL.

WHEREAS, Ms. ELAINE WACHS RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWENTY-THREE YEARS OF OUTSTANDING SERVICE, AS A FOOD & NUTRITION CLERK AT LIBERTY TRADITIONAL SCHOOL.

WHEREAS, Ms. JAN WISSELL RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWENTY-FOUR YEARS OF OUTSTANDING SERVICE, AS A COUNSELOR AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, Ms. Valerie Young retired at the end of this school year AFTER COMPLETING TWENTY-FOUR YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, MRS. PATRICIA PETERS RETIRED IN DECEMBER 2019 AFTER COMPLETING TWENTY-SIX YEARS OF OUTSTANDING SERVICE, AS A LEAD NIGHT CUSTODIAN AT LAKE VALLEY ELEMENTARY SCHOOL.

WHEREAS, MR. GLENN GROVENSTEIN RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING TWENTY-EIGHT YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

WHEREAS, MR. LAWRENCE HAESE RETIRED AT THE END OF THIS SCHOOL YEAR AFTER COMPLETING THIRTY YEARS OF OUTSTANDING SERVICE, AS A TEACHER AT BRADSHAW MOUNTAIN HIGH SCHOOL.

NOW, THEREFORE, BE IT RESOLVED, THAT THIS GOVERNING BOARD EXPRESSES ITS SINCERE APPRECIATION TO THESE OUTSTANDING INDIVIDUALS FOR THEIR CONTRIBUTION TO THE ACADEMIC MISSION OF THE HUMBOLDT UNIFIED SCHOOL DISTRICT.

FURTHERMORE BE IT RESOLVED THAT THIS GOVERNING BOARD EXTENDS TO OUR RETIREES BEST WISHES FOR THE FUTURE.

### **GOVERNING BOARD MEMBERS**

MR. RYAN GRAY, PRESIDENT

MR. RICHARD ADLER, VICE PRESIDENT

Ms. Suzie Roth, Member

MR. PAUL RUWALD, MEMBER

MR. COREY CHRISTIANS, MEMBER

### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item #

FROM:

Dr. Daniel Streeter, Superintendent

Reading

DATE:

June 9, 2020

Discuss X

SUBJECT:

2020 Yavapai County Education Foundation Teacher of the

Action

Year Awards

Consent

OBJECTIVE:

Goal #4: Attract and Retain Highly Effective Employees

# **SUPPORTING DATA**

From a field of 70 teacher nominees across Yavapai County, two teachers from Humboldt Unified School District were named finalists in the 27<sup>th</sup> annual Yavapai County Teacher of the Year categories. Due to the school closures resulting from the coronavirus pandemic, all finalists were named category winners for the 2020 YCEF Teacher of the Year contest. Nominees were chosen by administrators and other school leaders, then each nominee was put through a rigorous application and interview process, before all finalists were selected.

HUSD category winners for the 2019-2020 school year include Al Zalfina and Chris Kawabata from Liberty Traditional School.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Daniel Streeter, 759-5007

# CONSENT Item 7A.

Personnel Recommendations

# HUMBOLDT UNIFIED SCHOOL DISTRICT #22 PERSONNEL DEPARTMENT

# Personnel Consent Agenda for Board Meeting on June 9, 2020

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

# **Certified Staff**

- 1. Charles Moller PE Teacher @ BMHS (5/25/2020)
- 2. Linda Ulrich Social Studies Teacher @ BMMS (5/21/2020)
- 3. Cori Zimny 4th Grade Teacher @ GES (5/22/2020)

# Classified Staff

- 1. Susan Beaudry Mod/Sev/Pro Aide @ MVES (5/21/2020)
- 2. William Dunn F&N Driver/Preventative Maintenance (6/11/2020)
- 3. Steven Elich Curtodian @ BMHS (5/6/2020)
- 4. Larkyn Friedman Mod/Sev/Pro Aide @ LVES (5/22/2020)
- 5. Angela Heder Title One Aide @ HES (5/21/2020)
- 6. Michele McCann Mod/Sev/Pro Aide @ MVES (5/4/2020)
- 7. Joan Ospina IS Technician (5/22/2020)
- 8. Susan Overholt Title One Aide @ LTS (5/21/2020)
- 9. David Robertson Campus Security @ BMHS (5/22/2020)
- 10. Laura Russo After School Program Coordinator @ BFPS (5/22/2020)
- 11. Jakob Schmidt Computer Lab Aide @ HES (5/21/2020)
- 12. Zachary Sweeney Mod/Sev/Pro Aide @ CSES (5/20/2020)

# Substitute + Staff

1. NONE

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

## Certified Staff

- 1. Carli Riblett Action Resource Teacher @ LTS (replaces Katherine Wyly)
- 2. Anna Austin Kindergarten Teacher @ LVES (replaces Crystal Baker)
- 3. Peyton Blumstein 2nd Grade Teacher @ GES (replaces Jocelyn Hawkins)
- 4. Emily Cortez 4th Grade Teacher @ CSES (replaces Julie Stukenberg)
- 5. Yaritza Moses 1st Grade Teacher @ MVES (replaces Karen Willis)
- 6. Pamela Netherton Science Teacher @ BMHS (replaces Mary Bruhn)
- 7. Laura Russo Resource Teacher @ GES (replaces Rachel Pfeil)
- 8. Laurie Schreffler 3rd Grade Teacher @ GES (replaces Teresa Clinch)
- 9. Julia Southard 2nd Grade Teacher @ LTS (replaces Sarah Martin)
- 10. Elke Sundermann IChoose Teacher @ GHMS (replaces Emily Streeter)
- 11. Victoria Sweet Assistant Director of Special Services (replaces Deborah Kincaid)

# Classified Staff

- 1. Devon Embury Custodian @ BMHS (replaces Keith Seitzer)
- 2. Samantha Hurtt Mod/Sev/Pro Aide @ LVES (replaces Amanda Cueva)
- 3. Ruth Kneeland After School Program Coordinator @ BFPS (replaces Laura Russo)
- 4. Karen Rivenes Title One Aide @ LVES (replaces Margaret Rogers)
- 5. Pete Rodriguez Bus Driver (replaces Daniel McKenna)
- 6. Kimberly Snyder Preschool Aide @ BFPS (replaces Nicholas Schultz)

# HUMBOLDT UNIFIED SCHOOL DISTRICT #22 PERSONNEL DEPARTMENT

# Personnel Consent Agenda for Board Meeting on June 9, 2020

# Substitute + Staff

1. NONE

### C. SUPPLEMENTAL CONTRACTS

### Overloads

1. NONE

Certified Stipends Specifically Listed on Board-approved 2019-2020 Stipend Schedule (M&O-\$2,000.00; Tax Credit-\$00.00; General Tax Credit-\$2,450.00; SPED-\$0.00; Other-\$00.00)

- 1. Sully Beard Assistant Track Coach (.5) @ BMHS
- 2. Katherine Davis Elementary Art Advisor
- 3. Danette Derickson Elementary Middle School Split @ LTS
- 4. Keri Ingerson Optimist Joi Club @ GHMS
- 5. Jeremy Platt Assistant Track Coach (.5) @ BMHS

## 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

- Elizabeth Rushton From Instructional Specialist @ LTS To Instructional Specialist @ GES (replaces Patricia Scarpa)
- 2. Patricia Scarpa From Instructional Specialist @ GES To Instructional Specialist @ MVES (replaces Diane Lerette)

# Classified

- Kyla Archeta From 2 Hrs/Day After School Program Aide @ To 3.75 Hrs/Day After School Program Aide (replaces Heidi Scott)
- 2. Katherine Bidderman From 8 Hrs/Day Preschool Aide @ BFPS To 6 Hrs/Day Preschool Aide @ BFPS (replaces Tanya Brodit)
- 3. Lupe Peterson From 5.5 Hrs/Day F&N Worker II @ BMHS To 3 Hrs/Day F&N Worker @ LTS (replaces Carolina Urzua Pollock)
- 4. Nora Rendon From 5.75 Hrs/Day F&N Worker @ LTS To 7.5 Hrs/Day F&N Clerk @ LTS (replaces Elaine Wachs)
- Carolina Urzua Pollock From 3 Hrs/Day F&N Worker @ BMHS To 5.5 Hrs/Day F&N Worker II @ BMHS (replaces Patricia Aiken)

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

### Certified

1. NONE

# HUMBOLDT UNIFIED SCHOOL DISTRICT #22 $PERSONNEL\ DEPARTMENT$

# Personnel Consent Agenda for Board Meeting on June 9, 2020

- 1. Donna Whorton From 6.5 Hrs/Day ELL Aide @ MVES To 3.9 Hrs/Day ELL Aide @ MVES
- F. CLASSIFIED STAFF VOLUNTEER AGREEMENT FORM STIPENDS
  - 1. NONE
- G. DISTRICT PROFESSIONAL DEVELOPMENT TRAVEL (IN and OUT OF STATE)
  - 1. NONE

# CONSENT Item 7B.

# **Minutes**

May 8, 2020 and May 12, 2020

(audio minutes are available on the district website)

# **HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

A Caring, Learning Community Transforming Today's Learners into Tomorrow's Successes

# Audio Minutes Table of Contents (with markers) - 05/08/2020

The Governing Board of the Humboldt Unified School District #22 convened during a virtual meeting open to the public on **May 8, 2020.** 

To get to the audio minutes on our website, please go to  $\underline{\text{www.humboldtunified.com}} \rightarrow \text{School Board} \rightarrow \text{Board Meetings} \rightarrow \text{Meeting Minutes} \rightarrow \text{Select Year} \rightarrow \text{Select Meeting Date} \rightarrow \text{Digital Board Minutes}$ . 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**

# 4:00 PM SPECIAL SESSION

### Marker

- 00:10 1. WELCOME AND CALL TO ORDER
- 00:29 2, PLEDGE OF ALLEGIANCE/FLAG CEREMONY
- 01:08 3. ROLL CALL
- 01:52 4. AGENDA REVIEW/ACCEPT
- 02:15 **5. PERSONNEL** 
  - \*A. Discussion and possible action including the employment of the final candidate for the position of superintendent
    - [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) Personnel for discussion or consideration of employment or appointment of a public employee]
  - \*B. Discussion and possible action regarding the terms of the employment contract to be offered to the successful superintendent position candidate
    - [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(3) for legal advice from the district's attorney(s) and/or pursuant to A.R.S. § 38-431.03 (A)(4) for discussion or consultation with the district's attorney(s) in order to consider its position and instruct its attorney(s) regarding the terms of the proposed superintendent employment contract. The district's attorney(s) may participate telephonically.]
- 02:51 Motion to go into Executive Session for Items 5A and 5B
- 44:18 Reconvene in Open Session
- 45:00 Motion for Items 5A and 5B BOTH PASSED UNANIMOUSLY
- 47:49 6. ADJOURNMENT

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# **HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

A Caring, Learning Community Transforming Today's Learners into Tomorrow's Successes

# Audio Minutes Table of Contents (with markers) - 05-12-2020

The Governing Board of the Humboldt Unified School District #22 convened during a virtual meeting open to the public on May 12, 2020.

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

# **AGENDA**

# 5:30 PM REGULAR SESSION

### Marker

00:05	1.	WELCOME AND CALL TO ORDER
00:29	2.	PLEDGE OF ALLEGIANCE/FLAG CEREMONY
01:06	3.	ROLL CALL COREY CHRISTIANS ABSENT – ALL OTHERS PRESENT
01:34	4.	AGENDA REVIEW/ACCEPT

ACCEPTED/APPROVED UNANIMOUSLY 4-0

### 5. CURRENT EVENTS

01:59 **A**. Board 04:23 **B**. Superintendent

### 09:33 **6. CONSENT ITEMS**

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

- A. Personnel Recommendations
- **B.** Governing Board Meeting Minutes of April 7, 2020, April 13, 2020, April 21, 2020, April 22, 2020 and April 30, 2020 (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 \$ 926,530.72
  - 2. Approval of Payroll voucher(s) in the amount of \$ 3,140,762.62
- D. Monthly Budget Report
- E. Monthly Student Activities Report
- F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for April 2020

- G. Request for approval of Broadcasting and Streaming Contract for 2020-2021 school year.
- H. Request for approval to return to work agreement pay rates for all classified employees starting April 30, 2020
- I. Request for approval of Intergovernmental Agreement (IGA) renewal with Chino Valley Unified School District for special education services for 2020-2021 (Program for students with Emotional Disabilities/ED-P) Foundations Academy
- **J.** Discussion and possible action to reapprove IGA with Yavapai County Free Library District for Procurement of Reference/Other Library Books
- **K.** Discussion and possible action to approve a Student Placement Agreement with Northern Arizona University for Occupational Therapy Students
- L. Gifts and donations

# ALL PASSED UNANIMOUSLY (4-0)

- 7. DISCUSSION ITEMS (no action will be taken)
- 11:02 A. Review of the current Auditor General Report for classroom spending

# ~BOARD MEMBER COREY CHRISTIANS JOINED THE MEETING AT 5:50 PM~

34:30	B. Annual Wellness Report
01:02:06	C. Discussion of the Board's issues of importance for consideration by the Arizona School Boards Association as their focus of legislative effort for fiscal year 2020-21
01:30:07	D. 2019 Tax Credit Report
01:32:44	E. Review of Humboldt Unified School District's Pandemic Preparedness Plan
<b>8.</b> 01:54:26	ACTION  A. Request for approval of breakfast and lunch price increases effective 2020-21 school year  PASSED UNANIMOUSLY
02:02:36	<ul> <li>B. Second reading and possible adoption of policy updates as recommended by Human Resources</li> <li>Policy GCCB Professional Staff Personal / Emergency / Religious Leave</li> <li>Policy GDL Support Staff Workload</li> </ul> PASSED UNANIMOUSLY
02:04:11	C. Discussion and possible action to award contract for Copier Systems Lease and Support PASSED 4-1 (Ryan Gray, Richard Adler, Suzie Roth & Paul Ruwald voted 'Yes'; Corey Christians voted 'No')
02:32:05	D. Discussion and possible action to approve a new Student Information System beginning in the 2021-2022 school year. PASSED UNANIMOUSLY
03:05:35	E. Discussion and possible action to approve modifications to the 301 Performance Plan for the 2019-2020 school year PASSED UNANIMOUSLY
03:07:36	F. Request for approval of temporary suspension of District-wide Evaluation policies for the 2019- 2020 school year. PASSED UNANIMOUSLY

03:08:56

G. Discussion and possible action to approve Classified Employee Work Agreement Language for 2020-2021 At-Will Classified-, Less Than 20-Hours/Week At-Will Classified-, Term Contract/12 Months Classified- and Term Contract/Less Than 12 Months Classified Employees

PASSED UNANIMOUSLY

03:11:56 **H.** Discussion and possible action to approve the revised Classified Job Placement Schedule for fiscal year 2020-21

PASSED UNANIMOUSLY

9. PERSONNEL

A. Discussion and possible action to approve the issuance of 2020-21 classified work agreements

PASSSED UNANIMOUSLY

10. ANNOUNCEMENTS

03:14:45 A. Next Scheduled Board Meetings are:

 June 9, 2020
 6:30 p.m.
 Regular Meeting
 @ TBD

 July 14, 2020
 6:30 p.m.
 Regular Meeting
 @ TBD

 August 11, 2020
 6:30 p.m.
 Regular Meeting
 @ TBD

03:15:13 11. ADJOURNMENT

MEETING ADJOURNED AT 8:50 PM

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 <a href="www.humboldtunified.com">www.humboldtunified.com</a>; on the home page, go to the School Board tab <a href=">→Board Packets</a> <a href="www.humboldtunified.com">→Select Year</a> <a href=">→Select Meeting Date</a>. (Note: Large packets are saved in multiple sections).

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# CONSENT Item 7D.

Monthly Budget Report

# **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:

Humboldt Unified School District Governing Board

1 D

FROM:

Roger Studley, Finance Director

Reading

Item#

DATE:

June 9, 2020

Discuss

SUBJECT:

Monthly Budgets - Board Report

Action

Consent

v

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:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Roger Studley, Finance Director 759-4027

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Fund: 01	<del>.</del>	VI Summary Only	From Date: 5/1/	5/1/2020	To Date:	5/31/2020
Fund: 071 Fund: 071 Fund: 071 Fund: 071 Fund: 071 Fund: 071 Fund: 110 Fund: 111 Fund: 111 Fund: 111		` `				
Fund:       001         Fund:       012         Fund:       013         Fund:       024         Fund:       071         Fund:       110         Fund:       111         Fund:       112	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund:       011         Fund:       012         Fund:       021         Fund:       024         Fund:       071         Fund:       110         Fund:       111         Fund:       111	\$36 627 840 50	50 \$2 484 447 27	627 007 444 62	TO TTO OCT 00	6	
Fund:       012         Fund:       013         Fund:       021         Fund:       024         Fund:       071         Fund:       110         Fund:       111         Fund:       112			44,100,144	70',776',0¢	\$4,662,112.01	1 \$4,058,265.86 11.08%
Fund:       012         Fund:       021         Fund:       024         Fund:       071         Fund:       110         Fund:       111         Fund:       112	al: \$681,784.98	98 \$0.00	\$344,588.76	\$337,196.22	\$0.00	\$337
Fund:       013         Fund:       021         Fund:       024         Fund:       071         Fund:       110         Fund:       111         Fund:       112	<b>\$1,485,933.64</b>	94 \$0.00	\$0.00	\$1,485,933.64	\$0.00	49.46%
Fund: 021 Fund: 022 Fund: 071 Fund: 110 Fund: 111 Fund: 112						
Fund: 021  Fund: 024  Fund: 071  Fund: 110  Fund: 111  Fund: 111	<b>11:</b> \$1,963,357.38	38 \$0.00	\$453,679.78	\$1,509,677.60	\$1,175.00	0 \$1,508,502.60 76.83%
Fund: 022 Fund: 024 Fund: 071 Fund: 110 Fund: 111 Fund: 112	:TION IMPROV II: \$64,608.12	12 \$0.00	\$0.00	\$64,608.12	\$0.00	\$64
024 071 110 112			;		•	<b>.</b>
071 110 111 112	#: \$271.00 CTOMM MADON	00.00 *0.00	\$0.00	\$271.00	\$0.00	0 \$271.00 100.00%
071 110 111 112		25 \$15,287.80	\$163,581.64	\$271,608.61	\$39,886.65	\$23.
11 11 110					ŧ	
5 7 2	#: \$157,842.52	52 \$12,318.34	\$129,734.40	\$28,108.12	\$18,098.37	7 \$10,009.75 6.34%
111 111	li: \$395,370.35	35 \$0.00	\$154,269.84	\$241,100.51	\$410.66	5 \$240,689.85
112	1: \$1,538,580.07	77 \$109,222.13	\$1,095,458.83	\$443,121.24	\$133,903.94	\$306
Fund 112 Total:	I: \$3,834.35	35 \$0.00	\$0.00	\$3,834.35	\$0.00	\$3,834.35
Fund: 113 TITLE 1-D NEGLECT/DELINQUENT(15/16)	JQUENT(15/16)					8,00.00
Printed: 05/20/2020 12:36:17 PM Report: rptG	rptGLExpenditureBudBal	2020.1.11	1.11			Page: 1

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Expe	anditure E	Expenditure Budget Balance Report	0	S. S. Jack	Erom Dato: E1470			0000
Fieral	Fiscal Year: 2019-2020		กั <b>โ</b>	minialy Oilly	rioni Date: 3/1/2020	020	10 Date: 5/31/	5/3 I/ZUZU
Accoun	Account Number / Description	sociption	Budget	Range To Date	ΔTY	Balance	Buo Encumbrance % F	Budget Balance % Remaining Bud
		Fund 113 Total:	\$121,036.67	\$0.00	\$0.00	\$121,036.67	\$108,509.37	\$12,527.30
Fund:	140	TITLE II-IMPROV TEACHER QUAL(14/15)						70.35%
Fund:	141	Fund 140 Total: TITLE II-IMPROV TEACHER QUAL(15/16)	\$170,407.98	\$0.00	\$40,467.51	\$129,940.47	\$0.00	\$129,940.47 76.25%
		Fund 141 Total:	\$292,168.60	\$7,531.90	\$104,971.15	\$187,197.45	\$11,485.67	\$175,711.78 60.14%
Fund:	162	TITLE IV-A STUDENT SUPPORT & ACADEMIC I Fund 162 Total:	\$10,667.99	\$0.00	\$0.00	\$10,667.99	\$0.00	\$10,667.99
Fund:	163	TITAL IV-A, STUDENT SUPPORT & ENRICHME!	\$22,000,00	9		\$22,200,00	G G	300.000
Fund:	191	TITLE III LEP PROGRAM (FY20)		) )	) )	, , , , , , , , , , , , , , , , , , ,	) }	100.00%
167		Fund 191 Total:	\$31,408.68	\$19,594.04	\$37,670.69	(\$6,262.01)	\$1,372.19	(\$7,634.20)
Fund:	195	TARGETED SUPPORT & IMPROVEMENT GRN1	901	( ) ( )			( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	L
Fund:	196	rung 195 lotai: TARGETED SUPPORT & IMPROVEMENT GRN1	, 300°, 72	0.00	\$18,845.43	\$8,055.Z8	\$0.00	\$9,055.28 32.46%
		Fund 196 Total:	\$42,500.00	\$239.48	\$5,184.27	\$37,315.73	\$0.00	\$37,315.73
Fund:	220	IDEA - BASIC - ENT Fund 220 Total:	\$1,361,075.67	\$81,447.45	\$845,022.93	\$516,052.74	\$156,412.39	\$359,640.35
Fund:	221	IDEA - PRESCHOOL GRANT						26.42%
		Fund 221 Total:	\$50,234.51	\$2,486.62	\$22,576.72	\$27,657.79	\$542.08	\$27,115.71 53.98%
Fund:	260	CTE BASIC GRANT						
<u>.</u>	261	Fund 260 Total:	\$150,334.63	\$5,380.79	\$22,938.62	\$127,396.01	\$6,389.19	\$121,006.82 80.49%
		Fund 261 Total:	\$107,128.84	\$0.00	\$53,540.36	\$53,588.48	\$0.00	\$53,588.48
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		Humboldt	Unified Sc	Humboldt Unified School District No. 22	No. 22			
Expe	ndiv.e B	Expendivate Budget Balance Report	<b>.</b>	VI Summary Only	From Date: 5/1/	5/1/2020	To Date:	5/31/2020
Fiscal	Fiscal Year: 2019-2020	020		,				Budget Balance
Accoun	Account Number / Description	scription	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	290	MEDICAID OUTREACH						50.02%
		Fund 290 Total:	\$133,290.85	\$981.44	\$23,447.50	\$109,843.35	\$1,278.43	3 \$108,564.92
Fund:	291	MEDICAID DIRECT Fund 291 Total:	\$1,280,149.53	\$14,513.90	\$421,973.30	\$858,176.23	\$176,505.86	\$681
Fund:	349	NAT'L FOREST FEES Fund 349 Total:	\$1,092,181.20	\$272,305.20	\$777,154.71	\$315,026.49	\$125,027.57	53.25%
Fund:	353	TAYLOR GRAZING Fund 353 Total:	\$87 713 00	\$7.50 50.50 50.50	\$28.267.87	9 0 1 0	6	
Fund:	354	LEADERS FOR SCHOOL WELLNESS SUBGRAI		\$2,021.00	/o./cz,oze	409,400.T3	\$4,506.12	5 \$54,949.01 62.65%
		Fund 354 Total:	\$55,750.00	\$4,845.80	\$49,069.93	\$6,680.07	\$8,026.91	1 (\$1,346.84)
Fund:	374	E-RATE Fund 374 Total:	\$101,097.91	\$0.00	\$0.00	\$101,097,91	\$0.00	\$101
Fund:	400	CTE PRIORITY PROGRAM						
		Fund 400 Total:	\$44,704.19	\$0.00	\$12,471.11	\$32,233.08	\$7,461.63	\$27
Fund:	435	ACADEMIC CONTESTS Fund 435 Total:	\$1,134.04	00.08	00'0\$	\$1.134.04	00 049	\$2.41%
Fund:	450	GIFTED						
		Fund 450 Total:	\$5,009.74	\$0.00	\$1,987.25	\$3,022.49	\$2,001.14	4 \$1,021.35 20.39%
Fund:	456	COLLEGE CREDIT BY EXAMINATION INCENTIN						
		Fund 456 Total:	\$21,596.43	\$0.00	\$20,677.11	\$919.32	\$0.00	\$919.32
Fund:	457	RESULTS - BASED FUNDING						
		Fund 457 Total:	\$86,959.74	\$4,847.37	\$225,155.41	(\$138,195.67)	\$38,982.28	(\$177,177.95) -203.75%
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Expe	nditure B	Expenditure Budget Balance Report	<b>∑</b>	Summary Only	From Date: 5/1/2020	020	To Date: 5	5/31/2020
Fiscal Y	Fiscal Year: 2019-2020	020						Budget Balance
Account	Account Number / Description	scription	Budget Ra	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	485	WRP						
		Fund 485 Total:	\$242,312.73	\$16,632.16	\$183,993.98	\$58,318.75	\$32,722.40	\$25,596.35
Fund:	499	RURAL ASSISTANCE						
		Fund 499 Total:	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	\$4,068.54
Fund:	200	SCH PLANT- > 1 YR						8,000
		Fund 500 Total:	\$128,246.14	\$0.00	\$36,480.96	\$91,765.18	\$12,322.88	\$79,442.30
Fund:	510	FOOD SERVICE						0.65.
		Fund 510 Total:	\$2,722,659.81	\$181,392.68	\$2,249,612.50	\$473,047.31	\$387,009.82	\$86,037.49
Fund:	515	CIVIC CENTER						8,01.0
		Fund 515 Total:	\$173,741.40	\$0.00	\$49,708.23	\$124,033.17	\$13,337.47	\$110,695.70
16:	517	BUS RENTAL						63.7 1%
9		Fund 517 Total:	\$365,348.72	\$0.00	\$0.00	\$365,348.72	\$0.00	\$36
Fund:	522	BEFORE/AFTER SCHOOL PROGRAM						
		Fund 522 Total:	\$203,337.25	\$8,381.46	\$80,859.30	\$122,477.95	\$4,354.98	\$118,122.97
Fund:	523	BRIGHT FUTURES PRESCHOOL						00.0976
		Fund 523 Total:	\$132,611.05	\$0.00	\$122,212.43	\$10,398.62	\$1,671.37	\$8,727.25
Fund:	525	AUX OPERATIONS						0.30%
		Fund 525 Total:	\$776,695.99	\$11,794.06	\$320,820.25	\$455,875.74	\$51,481.15	\$404,394.59
Fund:	526	ACT FEES TAX CRED						
		Fund 526 Total:	\$734,322.84	\$10,991.04	\$149,725.54	\$584,597.30	\$32,128.54	\$552,468.76 75.24%
Fund:	530	GIFTS & DONATIONS						
		Fund 530 Total:	\$181,264.98	\$762.08	\$40,161.42	\$141,103.56	\$9,782.59	\$131,320.97 72 45%
Fund:	540	FINGERPRINT						
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Expendi		Budget Balance Report		Summary Only	From Date: 5/1/2	5/1/2020	To Date: 5/31	5/31/2020
Fiscal )	Fiscal Year: 2019-2020	020						Budget Balance
Accoun	Account Number / Description	scription	Budget	Range To Date	YTD	Balance	Encumbrance % I	% Remaining Bud
		Fund 540 Total:	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43
Fund:	550	INSURANCE PROCEEDS Fund 550 Total:	\$317,748.28	\$1,000.00	\$7,669.30	\$310,078.98	\$5,380.01	100.00% \$304,698.97
Fund:	. 551	INSURANCE - AEI Fund 551 Total:	\$50.250.14	\$601.51	\$6.017.06	\$44 233 08	\$1.203.85	95.89%
Fund:	555	TEXTBOOKS					00000000000000000000000000000000000000	85.63%
Fund:	565	Fund 555 Total: LITIGATION RECOVERY	\$21,246.01	\$0.00	\$0.00	\$21,246.01	\$0.00	\$21,246.01 100.00%
Fund:	920	Fund 565 Total: INDIRECT COSTS	\$26,154.34	\$0.00	\$250.00	\$25,904.34	\$1,195.00	\$24,709.34 94.48%
		Fund 570 Total:	\$1,237,087.86	\$65,609.75	\$650,708.58	\$586,379.28	\$137,214.63	\$449,164.65 36.31%
Fund:	575	UNEMPLOYMENT INSURANCE Fund 575 Total:	\$108,840.32	\$0.00	\$0.00	\$108,840.32	\$0.00	\$108,840.32
Fund:	590	GRANT/GIFT TEACHER Fund 590 Total:	\$21,928.90	\$0.00	\$0.00	\$21,928.90	\$0.00	\$21,928.90
Fund:	595	SCHOOL BUS ADVERTISEMENT Fund 595 Total:	\$5,810.91	\$0.00	\$0.00	\$5,810.91	\$0.00	\$5,810.91
Fund:	596	JTED - MTN. INSTITUTE Fund 596 Total:	\$1,051,306.66	\$44,035.12	\$229,589.74	\$821,716.92	\$104,860.54	\$716,856.38
Fund:	610	CAPITAL OUTLAY Fund 610 Total:	\$3,905,056.00	\$477,557.80	\$1,734,294.94	\$2,170,761.06	\$392,760.65	\$1,778,000.41
Fund:	630	BOND BUILDING Fund 630 Total:	\$317,148.64	\$0.00	\$296,303.86	\$20,844.78	\$4,211.26	\$16,633.52
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Expe	nditure B	Expenditure Budget Balance Report		Summary Only	From Date: 5/1/	5/1/2020	To Date: 5	5/31/2020
Fiscal Y	Fiscal Year: 2019-2020	1020						Budget Balance
Account	Account Number / Description	sscription	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	650	GIFTS & DONATIONS						5.24%
		Fund 650 Total:	\$13,737.85	\$0.00	\$0.00	\$13,737.85	\$0.00	\$1
Fund:	999	ENERGY REBATES						100.00%
		Fund 665 Total:	\$341,231.82	\$0.00	\$0.00	\$341,231.82	\$340,716.50	\$515.32
Fund:	691	BUILDING RENEWAL GRANT - SFB						
		Fund 691 Total:	\$432,888.91	\$1,218.75	\$327,135.07	\$105,753.84	\$80,329.46	\$25,424.38
Fund:	200	DEBT SERVICE FUNDS						0, 10.0
		Fund 700 Total:	\$3,971,900.00	\$0.00	\$0.00	\$3,971,900.00	\$0.00	\$3,97
Fund:	850	STUDENT ACTIVITIES						%00.001
1		Fund 850 Total:	\$103,011.26	\$470.28	\$51,150.40	\$51,860.86	\$7,470.12	\$44,390.74
; <b>pun</b> 71	855	EMPLOYEE INSURANCE						43.09%
		Fund 855 Total:	\$5,708,474.66	\$416,261.96	\$4,618,365.05	\$1,090,109.61	\$0.00	\$1,090,109.61 19.10%
		Grand Total:	\$71,955,336.51	\$4,271,449.84	\$44,115,225.36	\$27,840,111.15	\$7,124,240.68	\$20,715

End of Report

2020.1.11

# CONSENT Item 7E.

# Student Activities Report

# **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:

Humboldt Unified School District Governing Board

Item# 7 €

FROM:

Roger Studley, Finance Director

Reading

DATE:

June 9, 2020

Discuss

SUBJECT:

Student Activities - Board Report

Action

Consent

OBJECTIVE:

Goal #2: Planning for Future Student Needs

# **SUPPORTING DATA:**

Attached is the monthly Student Activity Report.

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

This report is in a new format since it is a cash driven fund. Beginning cash balances have been added in so you can see all the transactions for each club.

The report adds Revenue to the Beginning Balance then subtracts Expenses to show the current cash Balance in each club. Then Encumbrances are subtracted from the Balance to show the Available Cash per club.

# **SUMMARY & RECOMMENDATION:**

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board: \(\(\text{\cein}\)

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Roger Studley, Finance Director 759-4000

# STUDENT ACTIVITY REPORT

May 2020

	Beginning	,				
	Balance	Revenue	Expended	Balance	Uncumbered	Available Cash
Coyote Springs		·				
Student Council	1,545.08	•	58.36	1,486.72	-	1,486.72
Granville		····			***	
Chorus/Choir	_	432.00	83.59	348.41	•	348.41
Student Council	764.71	713.11	-	1,477.82	-	1,477.82
Humboldt				**************************************		
Student Council	5,025.02	369.47	168.70	5,225.79	331.30	4,894.49
Lake View						~~~~
Student Council	5,712.94	440.00	411.54	5,741.40	•	5,741.40
Liberty Traditional			T. (1) (1) (1)			
Jr Optimists	-	185	_	185	-	185
Student Council	2,786	2,287	1,306	3,767	11	3,756
Mountian View						
Student Council	2,289	-	427	1,861	250	1,611
Subtotal ES	18,122	4,427	2,456		592	19,501
Brad Mntn MS			ŕ			,
Ntl Honor Society	1,897	1,109	171	2,834	329	2,506
Science	376			376		376
Student Council	2,272	552	193	2,631	307	2,324
Glassford Hill MS		JJL	100	2,001	307	2,324
Ntl Honor Society	414	55	385	84		84
Student Council	2,515	11,395	11,321	2,589	541	2,048
Subtotal MS	7,474	13,111	12,070	2,303	1,177	7,338
Brad Mntn HS	,	,	,		1,177	7,550
Art	352			353		252
AVID	1,490	<del>-</del>		352	- 440	352
Baseball		-	-	1,490	1,149	342
DECA	20 560	4 7/5	2.017	20	-	20
FBLA		4,765	3,917	1,408	*	1,408
French Club	181	71	-	252	-	252
G.O.A.L.S Club	33	-	-	33	*	33
Girls Basketball	61 216	-	-	61	-	61
HOSA/Nursing		4.070		216	-	216
HOSA/SportsMedicine	2,386	4,078	2,005	4,459	515	3,944
Interact	264	1,960	999	1,224	-	1,224
Mu Alpha Theta	4,395		1,232	3,163	520	2,644
Ntl Art Honor Society	3,112	520	199	3,434	2,209	1,225
	180	665	412	434	74	360
Ntl Honor Society	2,132	455	385	2,202	-	2,202
P.A.L.S.	2,243	1,734	1,876	2,102	324	1,778
Student Council	13,474	15,836	25,600	3,710	912	2,798
Upward Bound	37	-	-	37	-	37
Subtotal HS TOTAL Student	31,137	30,084	36,624		5,701	18,896
Activities	56,734	47,622	51,150	-	7,470	45,735

# CONSENT Item 7F.

Ratification of Expenditures

# **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # 7 F

FROM: Cole Young, Assistant Superintendent - Operations Reading

DATE: Tuesday, June 9, 2020 Discuss

SUBJECT: Ratifications of Expenditures for Contracts / Work Agreements Action

& Supplementals

Consent X

OBJECTIVE: Board Governance

# **SUPPORTING DATA:**

This is the approval of ratifications of all Contracts, Work Agreements and Supplementals from May during the 2019-2020 school year.

Information related to Contract, Work Agreements and Supplementals are matters of public record and available at the District Office upon request.

# **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the ratification of all Contracts, Work Agreements and Supplementals from May during the 2019-2020 school year.

# Sample Motion:

I move to approve the ratification of all Contracts, Work Agreements and Supplementals from May during the 2019-2020 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

# CONSENT Item 7G.

# Foundations Academy IGA

### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # 7 G

FROM: Patty Bitsilly, Director of Special Services Reading

DATE: June 9, 2020 Discuss

SUBJECT: Intergovernmental Agreement (IGA) with Mayer Unified Action School District (MUSD) for special education services

(Program for students with Emotional Disabilities/ED-P) - Consent X

Foundations Academy

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

### **SUPPORTING DATA**

The Mayer Unified School District and Humboldt Unified School District is requesting continuing the intergovernmental agreement with Mayer Unified for ED-P for students in grades K-8. The program cost is \$300,000 for up to 12 students, with any additional student cost is \$25,000 billed quarterly. The IGA allows for HUSD to terminate the agreement with a 30-day notice. This agreement has been reviewed by our legal counsel and is very similar to our previous agreement in the 19-20 school year.

HUSD is responsible for providing transportation and participating in the development of the student's IEP.

### **SUMMARY & RECOMMENDATION**

This agreement will allow Humboldt Unified access to ED-P services for students in grades K-8.

### Sample Motion

I move to approve the Intergovernmental Agreement with Mayer Unified School District for the school year 2020-2021 as presented.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

### **Intergovernmental Agreement**

Date:	2020
-------	------

Parties: Humboldt Unified School District, an Arizona unified school district ("District"); and

Mayer Unified School District No. 43, an Arizona unified school district ("MUSD")

### **RECITALS:**

- 1. MUSD operates an ED-P program known as Foundations Academy. Through Foundations Academy, MUSD provides the education and special education services described in this Intergovernmental Agreement. All references in the Agreement to MUSD include the program at Foundations Academy.
- 2. The District and MUSD may enter into an intergovernmental agreement to (a) procure goods or services, (b) jointly exercise powers common to the District and MUSD, and (c) take joint or cooperative action. *See* Ariz. Rev. Stat. § 11-952.
- 3. The District and MUSD wish to make this Intergovernmental Agreement to provide services for District ED-P students at the Foundations Academy, and to provide transportation to and from MUSD for District ED-P students.

### **AGREEMENT:**

The District and MUSD agree as follows:

- 1. MUSD Responsibilities: At the rates and under the terms as described in Exhibit 2, MUSD will provide educational services including ED-P private-placement programming to District students. MUSD shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standards for ED-P programming. MUSD shall be responsible for discipline as necessary. The services are further described below.
  - 1.1 For each student, MUSD shall provide research-based behavioral and academic guidance in a therapeutic setting.
  - 1.2 MUSD shall develop individualized programming for each student.
  - 1.3 MUSD shall inform the District in a timely manner concerning: (1) student individualized-education-program (IEP) meetings, triennial-review meetings, and

other required or appropriate meetings; (2) coordination of each student's transportation needs; (3)the District's financial responsibility for ED-P services provided to the student; and (4) the student's performance and progress, to be addressed in quarterly updates.

- 1.4 MUSD shall meet or confer on at least a quarterly basis in person or by telephone with District representatives about each student's performance and progress.
- 1.5 MUSD shall develop and monitor student IEP's, triennial-reports, and other appropriate records, for all students attending the MUSD program.
- 1.6 MUSD shall arrange, IEP, FBA/BIP, and triennial-review progress meetings.
- 1.7 MUSD shall communicate and meet with parents and/or outside agencies, as appropriate or required.
- 1.8 MUSD shall provide related services of physical therapy, occupational therapy, counseling, and speech therapy to the extent appropriate according to each student's IEP for the basic program rate of \$300,000.00/year for up to twelve (12) students, and an additional \$25,000.00/student/year for enrollment over twelve (12) up to sixteen (16) students as indicated in Exhibit 2, subject to the provisions of Section 8. Additional cost: unless otherwise agreed in writing, any other related services, required by a student's IEP including but not limited to services of a one-on-one aide, will be provided by MUSD, at MUSD or another arranged location, and billed to District at actual cost.
- 1.9 MUSD shall provide the District quarterly financial reports on tuition and payments for each student.
- 1.10 MUSD shall fully comply with all applicable federal and state laws, regulations, and related MUSD policies, including but not limited to policies and procedures on handling and dispensing medication.
- **2. District Responsibilities.** To accomplish this Intergovernmental Agreement's purposes, the District shall provide all information reasonably requested by MUSD in a timely manner. The District shall also perform the following obligations:
  - 2.1 The District shall designate a responsible, authorized person to: (1) serve as a point of contact for communicating with MUSD, attending meetings, and making decisions; (2) review and approve all IEP's, triennial-review reports, and FBA/BIP's as requested and applicable; (3) arrange individualized transportation needs; (4) attend in person (or designate at least one knowledgeable representative) or

- participate by telephone in all IEP, triennial-review and other meetings scheduled by MUSD; (5) inform MUSD promptly of changes in each student's demographical information, health, and family circumstances; (6) regularly and timely communicate with MUSD regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with MUSD on all matters relating to this Intergovernmental Agreement.
- 2.2 The District shall provide the services of a school psychologist as needed.
- 2.3 The District shall ensure that (1) the parents or guardian of each student receive and are requested to sign the Foundations Academy Parental Acknowledgment (Exhibit 3), and that the District keeps each student's parents or guardian fully informed of MUSD's services provided to the student under this Intergovernmental Agreement.
- 2.4 The District shall fully comply with all applicable federal and state laws, regulations, and related MUSD policies, including but not limited to policies and procedures on handling and dispensing medication.
- 3. Program Criteria/Eligibility. Both Parties acknowledge and agree that the ED-P program at MUSD will be operated pursuant to an application and assurances made by MUSD to the Arizona Department of Education regarding the eligibility criteria for students, the use of funds received, and the nature of the program to be offered. District agrees that students recommended for participation in the ED-P program have been determined to meet ED-P criteria as required by A.R.S. §15-765(D) and the Arizona Department of Education, and will share supporting records as necessary and appropriate. MUSD may review and confirm eligibility of students prior to accepting any candidate as a student in the program. The District will also provide the verification in Exhibit 1.
- 4. Change in Placement. Parties acknowledge that special education law requires and allows a change in placement to the least restrictive environment that will provide FAPE and also that a student's placement must consider health, welfare, and safety of the student and others in the classroom. A temporary or extended change in placement outside of the Foundation's Academy Program may be required as appropriate, which may result in a student's withdrawal from the ED-P program at MUSD.
- **5. Duration.** This Intergovernmental Agreement's term is (FY 2020-21), unless terminated earlier as provided in Item 9.
- 6. Payments. MUSD shall invoice the District quarterly for amounts due as set forth in Exhibit 2.Within 30 days after MUSD invoices the District, the District shall pay MUSD the invoiced amount. For each quarter that an additional student, above the base level of twelve (12), attends MUSD's program for eight school days or more, the District shall pay MUSD a full quarterly payment. If the additional student attends MUSD's

program for seven days or less in any quarter, the District shall pay MUSD the prorated program cost for seven days.

- 7. Transportation. The District and MUSD will work together to the extent feasible to provide transportation for students to and from MUSD on an individualized student basis. The entity providing the transportation and supervision at the time of an incident is the party that is responsible for risk and expense. District assumes all transportation costs and responsibility for transportation of students unless transportation is specifically assumed for specific students by MUSD. For example, MUSD may agree to transport a specific student from Point A to MUSD on a MUSD bus. If the student will be late for or absent from the program, the District representative shall promptly notify the designated MUSD personnel. The District shall notify MUSD of any student infractions on the ride to or from MUSD's program on the day of the infraction.
- 8. Capacity. The Parties acknowledge and agree that state requirements limit ED-P classrooms to a maximum of twelve (12) students with a teacher, paraprofessional, and third staff member available for crisis/behavior management, with a maximum four (4) year age range unless granted exception. The MUSD reserves the option of capping the classroom at eleven (11) students to allow for later enrollment or identification of a new ED-P student in MUSD. This Agreement provides for acceptance of up to sixteen (16) students from District, as also indicated in Exhibit 2. Additional ED-P students from District may be accepted by MUSD subject to available capacity in an ED-P classroom as determined by MUSD. If enrollment is proposed more than half way through any quarter, MUSD may admit the student commencing the next quarter, or earlier based on a prorated fee.
- 9. Termination. The District may terminate this Intergovernmental Agreement on 30-days' written notice. MUSD may suspend or terminate this agreement if deemed necessary upon loss of approval status or upon District's failure to make payment of amounts owed within thirty (30) days after written notice of overdue amounts. No part of the consideration already paid is refundable if MUSD has already provided ED-P services for District student(s) during the fiscal year in which the District withdraws. On termination, each party shall retain any property purchased by that party for purposes of this agreement.
- 10. Alternative Dispute Resolution. Prior to filing a claim in any court, the District and MUSD agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.
- 11. Indemnification. To the fullest extent permitted by law, the District and MUSD shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses

that may arise from each party's performance of or failure to perform this Intergovernmental Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

12. Insurance. Throughout this Intergovernmental Agreement's term, the parties shall maintain property and liability insurance applicable to all activities pursuant to this Agreement available to them through the Arizona School Risk Retention Trust or other Insurer.

### 13. Waivers of Subrogation.

13.1 The District and MUSD waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### 14. Miscellaneous Provisions.

- **14.1** Governing Law. This Intergovernmental Agreement's interpretation and performance are governed by Arizona law.
- 14.2 No Waiver. No action or failure to act by the District or MUSD constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless the District and MUSD memorialize the waiver or approval in writing and sign it.
- 14.3 Entire Agreement. This Intergovernmental Agreement represents the entire, integrated agreement between the District and MUSD. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by the District and MUSD.
- 14.4 Third Parties. Nothing contained in this Intergovernmental Agreement creates a contractual relationship with or a cause of action in favor of a third party against the District or MUSD. This Agreement is not intended to benefit any third party.

- 14.5 Binding Effect. The District and MUSD each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Intergovernmental Agreement's covenants, terms, and conditions.
- 14.6 Notices. All notices under this Intergovernmental Agreement must be in writing and sent to the Superintendent. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.
- 14.7 Severability. If any provision(s) of this Intergovernmental Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.
- 14.8 Fingerprint and E-verify. If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in Ariz. Rev. Stat. § 15-512(H), the e-verify provisions in Ariz. Rev. Stat. § 41-4401, and the Federal Immigration and Nationality Act.
- **14.9 Nondiscrimination**. The parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, age, veteran's status, or political affiliation. They shall comply with all applicable federal and state laws, rules, regulations, and executive orders.
- **14.10 Conflict of Interest**. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.
- 14.11 Counsel's Review and Approval. The District and MUSD will consult their attorneys for the purposes of reviewing and approving this Intergovernmental Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of the District and any other districts in reviewing and approving this Agreement. If a future dispute relating to this Agreement arises between the parties, the shared Attorney may not represent either party, and both parties shall retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.

Dated \_\_\_\_\_\_, 2020 District: Humboldt Unified School District No. 22 Approved as to form: By \_\_\_\_\_\_Name: \_\_\_\_\_ Counsel for District Title: Dated \_\_\_\_\_\_, 2020 **MUSD:** Mayer Unified School District No. 43 Approved as to form: Title: Superintendent Counsel for MUSD

This Intergovernmental Agreement is effective on the date approved by the District's

governing board.

### Exhibit 1

<u>Verification of Eligibility</u>
(to be signed by the Superintendent or Special Education Director of the District)

1.	I, (title) School District, hereby state that I ha the students listed on Exhibit 2, and with a disability as defined in A.R.S.	hereby verify tha	Unified facts and records related to t each student is diagnosed
2.	No appropriate program exists within for these students cannot be provid special education classes.	1 the school distri ed in traditional	ct and appropriate services resource or self-contained
Signat	ure		
Title			
Date			

### Exhibit 2

MUSD Foundation Academy agrees to enroll twelve (12) students in the ED-P Program from District.

The base level program fee shall be \$300,000.00\* per year for up to twelve (12) students, invoiced quarterly, to include special education and related services of occupational therapy, physical therapy, counseling, and speech therapy services to the extent appropriate according to each student's IEP, as described in Item 1.8. Each additional student, up to sixteen (16) students, shall be an additional \$25,000.00 per student\* per year. Additional students above sixteen (16) may be accepted only by signed written Addendum mutually agreed upon by the District and MUSD.

\*Any <u>additional related services</u>, including but not limited to services of a one-on-one aide, will be arranged by MUSD and billed as an additional fee to District, <u>at actual cost</u>.

Students who will attend:

Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020
Name or Initials	Birthdate	Age as of August 1, 2020

### Exhibit 3

Found	dations Academy (MUSD) Parental Acknowledgment
[,	, the parent and/or legal guardian of
affirm	that I am legally authorized to make educational and legal decisions regarding my chil
attena	ing in the Foundations Academy MUSD. I acknowledge the following is necessary for m
child	s benefit at the Academy:
	I need to complete the full enrollment packet provided to me by the MUSD Foundation Academy and return it within 5 days.
2.	I will notify MUSD Foundations Academy if my child has been medically diagnose with a psychiatric disorder and is currently taking medications.
3.	I understand that if my child has been prescribed medications to treat his/her psychiatri disorder by a physician, MUSD Foundations Academy will provide those medications a
4	prescribed and has no authority to do otherwise. The Foundations Academy does no provide or withhold the medication contrary to the specific instructions of the physician
7,	I understand that if my child has been diagnosed with a psychiatric disorder and i refusing to take his/her prescribed medications, or if I refuse to give my child thei prescribed medications, this could possibly lead to the child displaying behaviors that could lead to a change of placement to a setting other than MUSD Foundations Academy
5.	I will notify Foundations Academy of any medication changes, health changes, o familial changes that may affect the student's progress in the MUSD Foundation. Academy program.
6.	I will cooperate to provide information or attend any meetings on reasonable notice that the Foundations Academy deems necessary for my child's success.
7.	I further understand that all ED-P programs must incorporate a therapeutic component by law, and that the ED-P program at Foundations Academy includes a mental health component provided on a regular basis by a mental health professional. My child may receive counseling and/or mental health services while attending the Foundations Academy as determined by the IEP team.
***************************************	nted name of Parent/Legal Guardian  nature of Parent/Legal Guardian  Date

# CONSENT Item 7H.

Yavapai County Education Technology Consortium

### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:

Humboldt Unified School District Governing Board

Item#

74

FROM:

Dr. Rob Bueche, Executive Director of Federal Programs &

Reading

School Innovation

DATE:

June 9, 2020

Discuss

SUBJECT:

Intergovernmental Agreement (IGA) with Yavapai County

Action

Education Technology Consortium and HUSD

Consent

OBJECTIVE:

Goal #1: To Raise the Level of Student Achievement

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

### **SUPPORTING DATA:**

Attached you will find the Intergovernmental Agreement between the Yavapai County Education Technology Consortium and Humboldt Unified School District.

The agreement has been reviewed and approved by legal counsel.

### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that the HUSD Governing Board approve the Intergovernmental Agreement between the Yavapai County Education Technology Consortium and the Humboldt Unified School District.

### Sample Motion:

I move to approve the Yavapai County Education Technology Consortium Intergovernmental Agreement as presented for a five-year term.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

### AMENDED BYLAWS OF THE YAVAPAI COUNTY EDUCATIONAL TECHNOLOGY CONSORTIUM "Making Educational Connections Worldwide" June 18, 2009

### ARTICLE I-PURPOSE

The Yavapai County Educational Technology Consortium is hereby organized as a voluntary educational cooperative program specifically for, but not limited to:

- A. Promoting shared educational technology activities among district, charter, library, and college participants,
- B. Creating county or statewide instructional delivery systems that will allow site to site interaction offered through county and state technology initiatives,
- C. Providing broadband connectivity from available commercial carriers and informing school administrators of increased broadband capabilities as they become available from the county and state level,
- D. Insuring redundant, secure and sustainable IT service,
- E. Providing a coordinated educational communication network that requires coordination among the Yavapai County Educational Consortium and other consortiums statewide,

### ARTICLE II - BOARD OF DIRECTORS

SECTION 1. <u>General Powers, Number, Tenure and Qualifications</u>. The activities of the Consortium shall be managed by a Board of Directors numbering eight (8) members. The Board of Directors shall institute a staggered lottery system such that reasonable continuity is assured as outlined below:

Tier One
Tier Two
Tier Three
Tier

Thereafter, the terms of Directors shall be for three (3) years and shall commence on July 1 and terminate on June 30. Directors may be elected or appointed to successive terms without limit.

### SECTION 2. Members of the Board of Directors.

### A. The Directors shall be:

- Elected by full members of the YCETC (school districts, charter schools, colleges/universities and libraries) which have filed a completed IGA/Agreement. Associate membership may be granted by written request to join a grant/reimbursement application or by a valid letter of agency, but associate members shall not have a vote on association business or for the election of the Board of Directors or Officers.
- A representative of higher education, nominated and elected by member colleges and universities,
- A representative nominated and elected by member charter schools,
- Three (3) representatives of the member school districts, based on their respective annual student population (Average Daily Membership, published by the Arizona Department of Education). The Board of Directors will from time to time determine the districts that make up the membership of these three (3) groups. If the election does not result in a plurality for any candidate, those tied with the highest number of votes, will break the tie by lot, under the supervision of the Board, at a regular, special or annual meeting. These representatives must be nominated and elected by the districts that are part of that specific group. The membership groups shall be:
  - Group 1 Ash Fork, Canon, Congress Crown King, Hillside, Kirkland, Seligman, Skull Valley, Yarnell, YCASD, YCJDS.
  - Group 2 Bagdad, Beaver Creek, Camp Verde, Clarkdale-Jerome, Mayer, Mingus, Mountain Institute, Sedona Oak Creek, VACTE.
  - Group 3 Chino Valley, Cottonwood-Oak Creek, Humboldt, Prescott.
- Two (2) representatives of Instructional Technology Departments nominated at large and elected by member schools.
- A representative of the Libraries, nominated and elected by member libraries.
- The Yavapai County School Superintendent, who shall serve as an ex officio, non voting facilitator.
- Ineligible to serve on the Forest Fee Management Board of Directors.
- Authorized to allow associate membership to "political subdivisions of the State of Arizona", including, but not limited to, cities, towns, counties, and fire districts.
- B. Vacancies on the Board of Directors occasioned by resignation or any other reason may be filled in the same manner as the original member was selected.
- C. At all times during the term of a Director, that individual must be in good standing within the group, agency, or entity from which they were originally selected.

### SECTION 3. Meetings of the Board.

- A. In addition to the annual meeting in September, the Executive Officers may call for additional meetings as needed. The Board of Directors may also call for a special meeting by majority vote present at any meeting or by written request of a majority of the Board.
- B. A simple majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.
- C. Meetings of the Board of Directors, whether regular or special, may be held

by means of telephonic or similar communications equipment, by means of which all persons participating in the meeting can hear each other. A request to attend a regular meeting by teleconference requires a seventy two (72) hour notification to the President or the Secretary / Treasurer. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting. No proxies are allowed.

- D. Directors should notify the President or Secretary-Treasurer of an impending absence, seventy two (72) hours in advance of the meeting if possible.
- E. Any Director may, prior to posting, submit an item to the President or the Secretary / Treasurer for inclusion on the next agenda.
- F. Agendas for regular meetings shall be posted five (5) days in advance. Special meetings require a twenty four (24) hour posting. The posting shall be provided to each Director, all Consortium members, to anyone who makes such a request, and it shall be placed on the Yavapai County and Consortium websites.

SECTION 4. <u>Duties and Responsibilities of the Board.</u> The Board of Directors shall have the duty to see that the purposes of the Consortium are carried out. They are responsible to:

- A. Attend meetings on a regular basis, representing the interest of the group they represent while keeping the best interest of the Consortium in mind,
- B. Regularly determine that the business and assets of the Consortium are efficiently and effectively handled;
- C. Establish policy and guidelines with respect to the operation and management of the Consortium and its several projects;
  - D. Establish policies for the effective management of the technological system,

- E. Establish a communication network among participating agencies,
- F. Immediately disclose any conflict of interest (financial interests, family matters, legal constraints) they may have, and refrain from participating in discussions or decisions in regard to the conflict

SECTION 5. Acceptance of Gifts. The Board of Directors may accept on behalf of the Consortium any contribution or gift, subject to whatever conditions are attached to the gift, as long as it does not conflict with the Bylaws of the Consortium, and is permitted by state and federal law.

### **ARTICLE III – OFFICERS**

SECTION 1. Officers. The officers of the Consortium shall be President, Vice-President, and Secretary-Treasurer and such other officers as the Board may determine. Unless otherwise authorized by the Board of Directors, all officers must be voting members of the Consortium.

SECTION 2. <u>Election and Term of Office</u>. The officers of the Consortium shall be elected by the Board of Directors at the regular annual meeting. Officers will serve a two year term and may hold office for consecutive years without limit. The Board of Directors may replace officers who resign the office or end their service to the Consortium as needed.

SECTION 3. <u>President</u>. The President shall preside at all meetings of the Board of Directors. He or she shall sign all instruments or contracts requiring execution on behalf of the Consortium and appoint all committees subject to approval of a majority of the Board of Directors. The President shall serve as an ex-officio member of all committees.

SECTION 4. <u>Vice-President</u>. The Vice-President shall perform the duties of the President in his or her absence and shall perform such other duties as may be assigned by the President or the Board of Directors.

SECTION 5. Secretary-Treasurer. The Secretary-Treasurer may, with the consent of the County School Superintendent, utilize one or more staff members of the County Schools Office to carry out the duties. The Secretary-Treasurer shall see that minutes of all meetings of the Board of Directors, and all appointed committees, are kept and filed. He or she shall give, or cause to be given, notice of all meetings of the Board and of all appointed committees and shall have general supervision over the care and custody of all funds and securities of the Consortium. The Secretary-Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Consortium and will nominate, at a meeting prior to the annual meeting, an impartial person to perform a review of the year's financial activities. The report of this audit/review will be presented at the annual meeting.

SECTION 6. President Pro Tempore. When the President and Vice-President are both absent, the Board may appoint a temporary Presiding Officer from among the members present.

SECTION7. County School Superintendent. The Yavapai County School Superintendent, shall serve as an Ex-Officio, non voting member, of the Board of Directors. The Superintendent shall facilitate the meetings of the Consortium and provide administrative support as requested by the Board. The Superintendent may appoint other facilitators to assist the Consortium from among the staff of the Education Service Agency.

### ARTICLE IV – COMMITTEES

SECTION 1. Appointment. The President, with the approval of the Board of Directors, may appoint advisory committees to carry out the objectives and purposes of the Consortium. Such committees shall have at least three (3), but less than a quorum of the Board Members, but additional members of interested persons from throughout the community may be appointed whose expertise will be of benefit to the work of the committee. In addition to the standing committees identified in Article IV, Section 2, the President may, as appropriate, appoint other standing and ad-hoc committees to address specific projects of the Consortium.

### SECTION 2. Standing Committees.

- A. Executive Committee. This committee (President, Vice-President, Secretary-Treasurer, County School Superintendent, Facilitator) shall be responsible to carrying out the administrative functions of the Consortium.
- B. Grants Committee. This committee shall be responsible for coordinating and securing grant funding, based on the guidance of the Board of Directors.
- C. Bylaw Committee. This committee shall be responsible for regularly reviewing the Bylaws and recommending changes as needed.
- D. Finance Committee. This committee shall be responsible for proposing an annual budget, creating an annual finance report, insuring compliance with all applicable state and federal laws, meeting all tax reporting requirements, and making recommendations to the Board of Directors in regard to audits.
- E. Technical Resource Committee. This committee shall identify best practices for technical support services, interoperability problem resolution, joint procurement and disposal, and infrastructure sustainability.

### ARTICLE V – AMENDMENT OF BYLAWS

The Board of Directors may amend these Bylaws by a two-thirds (2/3) vote at any annual or regular meeting. An amendment may be proposed by a simple majority and made available to all Board members at least two (2) weeks prior to any vote to amend the bylaws.

### **ARTICLE VI – GENERAL PROVISIONS**

SECTION 1. Agency Office. The principal office of the Consortium shall be located in the State of Arizona at the office of the Yavapai County School Superintendent at 2970 Centerpointe East, Prescott, AZ 86301, or as subsequently changed by the Board of Directors.

SECTION 2. <u>Fiscal Year</u>. The Fiscal year ends the last day of June of each year and begins the first day of July.

SECTION 3. <u>Date of Adoption of Bylaws</u>. The Bylaws were adopted by the Board of Directors on June 18, 2009 and amended on December 16, 2010, June 16, 2011, October 6, 2011, February 16, 2012, January 17, 2013, March 20, 2014, May 21, 2015, December 22, 2016, October 18, 2017, April 20, 2018, and July 27, 2018.

SECTION 4. <u>Authority.</u> YCETC operates under the authority of an Educational Cooperative and Procurement Unit. It is NOT an agency of Yavapai County Government.

### ARTICLE VII - DISSOLUTION

SECTION1. Dissolution. Upon dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

# CONSENT Item 7I.

### Cooperative Purchasing Contracts 2020-21

### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:

Humboldt Unified School District Governing Board

Item#

1 I

FROM:

Roger Studley, Finance Director

Reading

DATE:

June 9, 2020

Discuss

SUBJECT:

Cooperative Purchasing Contracts - FY 20-21

Action

Consent

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.

### Name of Purchasing Group

Arizona State Contracts (AZSPO)

Mohave Educational Services Cooperative (MESC)

OMNIA - Formerly National Intergovernmental Purchasing Alliance (NIPA)

Strategic Alliance for Volume Expenditures (SAVE)

Board of Regents – NAU (SAVE)

Government Procurement Alliance (1GPA)

### **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the presented Cooperative Purchasing Contracts listing for the FY 20-21 fiscal year.

,

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Roger Studley, Finance Director 759-4000* 

### CONSENT Item 7J.

# Department of Emergency & Military Affairs (DEMA) Representative

### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # TO

FROM: Dr. Rob Bueche, Executive Director- Federal Programs/Educational Services

DATE: June 9, 2020 Discuss

SUBJECT: Authorization to Appoint Department of Emergency and Military Affairs (DEMA) Representative

Consent X

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

### **SUPPORTING DATA**

The Federal Emergency Management Agency, through a partnership with the State of Arizona's Department of Emergency and Military Affairs, has made available to local governmental agencies the ability to submit requests for reimbursement which relate directly to expenses incurred that are related to the COVID-19 Pandemic. Applicants can receive 75% cost reimbursement for current and future expenses related to the pandemic.

Humboldt Unified School District expended funds on overtime, personal protective equipment, cleaning supplies, and technology items. These can qualify for 75% reimbursement under the provisions set forth by FEMA. Additionally, ongoing expenses directly related to the COVID-19 pandemic can qualify for reimbursement as well. Humboldt Unified School District administration anticipates there will be needs directly related to the COVID-19 pandemic.

Qualifying for submission of the reimbursements requires an authorized representative who will submit the requests for reimbursement and attestation of expenses related to COVID-19. Humboldt Unified School District anticipates that this may assist with the items which are not covered by funds available through the CARES Act distributions.

### **SUMMARY & RECOMMENDATION**

It is the recommendation that the Governing Board approve the appointment of Dr. Rob Bueche as the representative for the Arizona Department of Emergency and Military Affairs requests for reimbursement of COVID-19 related expenses.

### Sample Motion

I move to approve the appointment of Dr. Rob Bueche as the representative for the Arizona Department of Emergency and Military Affairs requests for reimbursement of COVID-19 related expenses.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

# CONSENT Item 7K.

Sole Source Vendors

### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item 7K

FROM:

Cole Young, Assistant Superintendent

Reading

DATE:

June 9, 2020

**Discuss** 

SUBJECT:

FY 20-21 Sole Source Vendors

Action

Consent

Χ

**OBJECTIVE:** 

Goal #2: To Focus on Planning for Future Students Needs

**Board Governance** 

### **SUPPORTING DATA:**

The following list represents companies that the District is currently utilizing for purchases that are considered to be "sole-source".

Sole source vendors are vendors that the District has determined are the only source for procurement of certain items.

These purchases typically fall into the following categories: utilities, Board approved curriculum materials (both textbooks and supplemental materials that support the curriculum); and service/maintenance agreements for operational software that the District currently owns.

### **Utilities:**

Arizona Public Service Humboldt Water Company Century Link (formerly Qwest) Town of Prescott Valley Unisource Energy

Curriculum: Adopted Textbooks/Instructional Aids

Per A.R.S. 15-721

Advanced Keyboard Technologies - SPED (Text-to-Speech Product)

Annenberg Learner - HS Cinema

AVID

Bedford

Cengage Learning – HS Biology and Chemistry

College Board - AP Testing/Curriculum

Edgenuity

Elsevier Science Co. - HS JTED Nursing Program

Glencoe Publishing - Elementary

Great Minds - Eureka Math

Highlands Center - Habitat Curriculum

Houghton Mifflin & Divisions:

Great Source - Writers

HMH – SCG Technology Orders (Software)

McDougal Littell

MacMillan-McGraw Hill - Science

McGraw Hill - K-6 ELA

Parchment inc.

PCI Educational Publishing - SPED Geometry

Pearson

Pearson Assessment, Inc. - HS Environmental Science, World Civilization

Prentice Hall Publishing - HS Earth Science/Biology

Spalding Educational – Liberty Phonics Curriculum

### Software/Maintenance Agreements:

Imagine Learning (formerly Assessment Technology - Galileo)

Blackboard - Connect ED School Messenger

Acadiance Learning (formerly Cambium Learning Sopris)

**CLM-Food Service Software** 

**Educational Network** 

Follett Library/Educational Software

Harland Technology Services - Scantron

Integrated Registers - POS Software

Heartland/LunchBytes, Inc. - Food Service Accounting Software

MediaNet - IEP Pro - Software Agreement

Powerschool - Recruit and Hire

Schooldude - Facilities Software and Related Software Support

Time Clock Plus, Inc.

Transfinder - Transportation Software

Tyler Technology - School Master ADM Acctg License Fees/School Finance Software

### Miscellaneous:

Cognia (formerly AdvancED Inc.) - Accreditation

American Collegiate Test (ACT)- Assessment for College Entrance

AZ Inter-Scholastic Association (AIA)

Global Entertainment - Prescott Valley/Findlay Toyota Center (Graduation Venue)

Teaching Plus - Spark Training/Qualified Evaluator Training (Mary Matheson) (5 yr of 5 yr)

### **SUMMARY & RECOMMENDATION:**

It is recommended the Governing Board approve the presented sole source listing which includes utilities, textbooks, instructional aides, and related software items for the FY 2020-2021 school year.

### **Sample Motion:**

I move to approve the revised Sole Source Vendor Listing for the 2020-2021 school year as presented.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Roger Studley, Finance Director or Cole Young, Assistant Superintendent (759-4000)

# CONSENT Item 7L.

### ELA Curriculum/ Intervention Coordinator

### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item#

11

FROM:

Dr. Rob Bueche, Executive Director- Federal Programs/Educational

Services

DATE:

June 9, 2020

Discuss

Reading

SUBJECT:

Request to Add Position-ELA Curriculum/Intervention Coordinator

Action

Consent X

**OBJECTIVE:** 

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

### **SUPPORTING DATA**

After reviewing the student achievement and growth data in the Summer of 2019, the Humboldt Unified School District administration noted that student achievement data did not show favorable gains in Mathematics across the entire District. In discussing this with the Curriculum Coordinator, it was determined that the English Language Arts portion of the position occupied significantly larger hours than previously needed with regards to textbook implementation, feedback, staff engagement, and professional development. This went beyond the capacity of a single person to effectively engage staff in both areas of curriculum, which are inherently different from a pedagogy standpoint.

As a result, Humboldt Unified School District appointed additional personnel to the Curriculum department in 2019 to focus on Math resource implementation, professional development, and staff support. To sustain this position's focus on Mathematics implementation, Humboldt Unified School District will need to employ an additional Curriculum Coordinator to serve in the capacity of English Language Arts and Intervention services for the District. This position will provide support, professional development, feedback, and growth of the English Language Arts and intervention programs.

This position will be split-funded between the Maintenance and Operations budget and the Title I Local Educational Agency (LEA) Set-Aside budget with an estimated approximate cost increase to M & O at \$40,000 in salaries and benefits, and an estimated approximate cost increase to Title I LEA Set-Aside at \$40,000.

Continued funding for the position is dependent on the availability of grant funds from the Title I LEA Set-Aside budget.

### SUMMARY & RECOMMENDATION

It is the recommendation that the Governing Board approve the recommendation to add the position of ELA Curriculum/Intervention Coordinator for the 2020-2021 school year.

### **Sample Motion**

I move to approve the recommendation to add the position of ELA Curriculum/Intervention Coordinator for the 2020-2021 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent



JOB TITLE:

**ELA Curriculum Coordinator (.5 FTE)** 

**DEPARTMENT:** 

**Curriculum and Instruction** 

**REPORTS TO:** 

**Director of Educational Services** 

FLSA STATUS/CLASSIFICATION:

Certified (203 Days) - Professional Salary Schedule

**SUPERVISORY DUTIES:** 

None

APPROVED ON:

XX/XX/XXXX

### **SUMMARY:**

To provide leadership in the ongoing development, assessment and improvement of the instructional program(s) and staff development for the school district.

The ELA Curriculum Coordinator performs a variety of administrative tasks in coordinating the successful implementation of K-8 curriculum. He/She is responsible for coordinating, planning, developing and monitoring ELA curriculum across grades K-8 for the district. The ELA Curriculum Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to the curriculum, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides district-level ELA teams in evaluating the effectiveness of instructional methods and programs and helps to develop strategies for implementation and improvement. The ELA curriculum coordinator facilitates content meetings and planning sessions. He/She also ensures consistency and equity of curricular instruction across the district.

### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

- Work in conjunction with other district departments to facilitate and support ELA curriculum development and implementation
- Ensures district-level personnel, teachers, and principals are familiar with any changes to the Arizona standards.
- Disseminates information regarding current research and significant developments on the state and national levels concerning standards and curriculum.
- Evaluates the ELA curricular programs within the District and develops strategies for implementation and increasing student achievement
- Serves as the facilitator of the district-based ELA Professional Learning Community within the Educational Services Department.
- Designs and oversees the development of ELA curriculum to support the implementation of the Arizona adopted standards.
- Coordinate the review, development, and revision of ELA programs and related curriculum documents and materials, including curriculum guides, course outlines, and teaching plans.
- Meets regularly with district personnel to monitor and support ELA curriculum implementation
- Maintains a collection of professional and reading/learning materials related to ELA curriculum which reflects current research



- Obtains and uses evaluative findings (including student achievement data) to examine curriculum and instruction program effectiveness for the assigned subject area.
- Provides instructional strategies and various tools to aid the instructional process
- Coordinates and provides a variety of district-wide professional development opportunities in support of English Language Arts curriculum and instruction
- Engages in vertical articulation of K-12 ELA curriculum goals, objectives, course offerings, and guidelines
- Assists the selection of appropriate ELA curricular resources, including: textbooks, teacher guides, on-line resources, and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state and school-level meetings
- Frequently visits each school to observe classroom instruction and to encourage, guide and support the faculty and principals in working toward achieving the district learning targets in English Language Arts.
- Provides support to teachers in their classrooms through coaching, modeling, and mentoring to facilitate improvement and innovation.
- Helps teachers link best practices and materials to standards
- Develops and models mastery lesson plans
- Works with the individual ELA Curriculum Teams to assist them in the development, implementation, evaluation and curricular revision.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of ELA curriculum and instruction within the district.
- Completes other tasks as assigned by District Administrator

### KNOWLEDGE, SKILLS & ABILITIES:

- Ability to read, analyze, and interpret academic standards and assessment data
- Ability to evaluate instruction programs and teaching effectiveness
- Knowledge of curriculum design and implementation
- Ability to develop and deliver training to adult learners
- Ability to define problems, collect data, establish facts, and draw valid conclusions
- Strong organizational, communication, and interpersonal skills
- Produce accurate work and complete assignments with minimal supervision.
- Ability to apply common sense understanding to solve practical problems and deal with a variety of situations.
- Ability to work cooperatively and courteously with staff, students, parents and community members.
- Knowledge of applicable Federal and State laws, district procedures and Board policies.
- Ability to handle confrontation and conflict without an emotional response.

### **OUALIFICATIONS & REQUIREMENTS:**

### **Education & Experience:**

- At least 5 years of teaching experience
- Holds Arizona Teaching Certificate
- Holds (preferred) or is currently working towards an Administrative Certificate

Computer Proficiency: Demonstrated general proficiency in computer programs such as Microsoft Excel, Word and Outlook.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to reach with hands and arms. The employee is frequently required to sit and occasionally stand and walk. The employee may be required to move ten pounds and could occasionally lift or move up to twenty-five pounds.

### **WORK ENVIRONMENT:**

Indoor office environment. This position regularly works indoors. The noise level in the work environment is generally quiet to moderate and may become excessively noisy at times. Will have contact with employees, external agencies and the public.

<u>Disclaimer:</u> The duties and responsibilities identified in this position description are illustrative only and are in no way intended to be a complete list of activities that may be required of an incumbent. The information contained in this job description is for compliance with the American Disabilities Act (ADA) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.



JOB TITLE: Intervention Coordinator (.5 FTE)

DEPARTMENT: Curriculum and Instruction
REPORTS TO: Director of Educational Services

FLSA STATUS/CLASSIFICATION: Certified (203 Days) – Professional Salary Schedule

**SUPERVISORY DUTIES:** None

APPROVED ON: XX/XX/XXXX

### **SUMMARY:**

To provide leadership in the ongoing development, assessment and improvement of the instructional program(s) and staff development for the school district.

The Intervention Coordinator performs a variety of administrative tasks in coordinating the successful implementation districtwide interventions. He/She is responsible for coordinating, planning, developing, and monitoring curriculum used for intervention across grades K-8 for the district. The Intervention Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to the curriculum, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides district-level intervention teams in evaluating the effectiveness of student intervention models, instructional methods and programs and helps to develop strategies for implementation and improvement. The intervention coordinator facilitates intervention meetings and planning sessions. He/She also ensures consistency and equity of intervention across the district.

### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

- Work in conjunction with other district departments to facilitate and support intervention development and implementation
- Disseminates information regarding current research and significant developments on the state and national levels concerning student intervention.
- Evaluates the intervention programs within the District and develops strategies for implementation and increasing student achievement
- Serves as the facilitator of the district-based Interventions Professional Learning Community within the Educational Services Department.
- Meets regularly with district personnel to monitor and support student intervention
- Maintains a collection of professional and reading/learning materials related to intervention which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine effective student interventions related to reading and literacy.
- Provides instructional strategies and various tools to aid the instructional process
- Coordinates and provides a variety of district-wide professional development opportunities
- Assists in vertical articulation of K-12 curriculum goals and objectives



- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state and school-level meetings
- Frequently visits each school to observe classroom instruction and to encourage, guide and support the faculty and principals in working toward achieving the district learning targets in K-8.
- Provides support to teachers in their classrooms through coaching, modeling, and mentoring to facilitate improvement and innovation.
- Helps teachers link best practices and materials to standards
- Develops and models mastery lesson plans
- Works with the individual Intervention Teams to assist them in the development, implementation, evaluation and revision of PK 8 intervention plans.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of student intervention within the district.
- Completes other tasks as assigned by District Administrator

### **KNOWLEDGE, SKILLS & ABILITIES:**

- Ability to read, analyze, and interpret academic standards and assessment data
- Ability to evaluate instruction programs and teaching effectiveness
- Knowledge of effective, evidence-based interventions for students
- Ability to develop and deliver training to adult learners
- Ability to define problems, collect data, establish facts, and draw valid conclusions
- Strong organizational, communication, and interpersonal skills
- Produce accurate work and complete assignments with minimal supervision.
- Ability to apply common sense understanding to solve practical problems and deal with a variety of situations.
- Ability to work cooperatively and courteously with staff, students, parents and community members.
- Knowledge of applicable Federal and State laws, district procedures and Board policies.
- Ability to handle confrontation and conflict without an emotional response.

### **QUALIFICATIONS & REQUIREMENTS:**

### **Education & Experience:**

- At least 5 years of teaching experience
- Holds Arizona Teaching Certificate
- Reading Endorsement or Master's Degree in Reading and Literacy
- Holds (preferred) or is currently working towards an Administrative Certificate

Computer Proficiency: Demonstrated general proficiency in computer programs such as Microsoft Excel, Word and Outlook.

<u>PHYSICAL DEMANDS</u> The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to reach with hands and arms. The employee is frequently required to sit and occasionally stand and walk. The employee may be required to move ten pounds and could occasionally lift or move up to twenty-five pounds.



### **WORK ENVIRONMENT:**

Indoor office environment. This position regularly works indoors. The noise level in the work environment is generally quiet to moderate and may become excessively noisy at times. Will have contact with employees, external agencies and the public.

<u>Disclaimer:</u> The duties and responsibilities identified in this position description are illustrative only and are in no way intended to be a complete list of activities that may be required of an incumbent. The information contained in this job description is for compliance with the American Disabilities Act (ADA) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.

# CONSENT Item 7M.

Revised Stipend Schedule 2019-20

#### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board

FROM: Cole Young, Assistant Superintendent-Operations

Reading

DATE: June 9, 2020

SUBJECT: Approval of the revised 2019-20 Stipend Schedule

Consent X

OBJECTIVE: Goal #1: Raise the level of Student Achievement

Goal #2: Focus on Planning for Future Student Needs

#### **SUPPORTING DATA**

Over the course of the 2019-2020 school year, HUSD was short one school psychologist for the entire school year and short a second periodically throughout the year. This placed a heavy burden on the psychologists we had under contract to meet the evaluation needs of students throughout all of our schools in the District. Psychologists were assigned evaluations above and beyond their already large caseload due to our inability to hire for this hard-to-fill-position. The vacancy savings of the unfilled psychologist positions will cover the requested stipend amounts. The administration recommends the approval of said stipends to honor the additional work asked of our contracted district school psychologists.

The following are additions to the Stipend Schedule for 2019-2020 school year:

Psychologist Stipend (3) at \$2,500 each coming out of the M&O budget

In order to facilitate the discussions and foster the continued success of the Board approved Elementary Art Program, the need for a lead advisor stipend was imperative. This position provided the venue and facilitation of the planning and implementation of the art program. It is requested that a \$1000 stipend be approved for the Elementary Art Advisor from the period of August through May of the 2019-2020 school year.

Elementary (K-6) Art Advisor Stipend (1) - \$1,000 coming out of the M&O budget

#### **SUMMARY & RECOMMENDATION**

It is recommended by the administration that the Governing Board approve the revised 2019-20 revised Stipend Schedule.

#### **Sample Motion**

I move to approve the attached revised Stipend Schedule for the 2019-20 school year.

Approved for transmittal to the Governing Board:

Mr. Daniel Streeter. Superintendent

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

	2019-2020 STIPEND SCHEDULE	DULE					
						Board Appro	Board Approved (4-9-19)
Calculation Base Amount =	\$24,500.00						70.0
				dire	LAID GATE		
	Category 1 = 12% Category 2 = 10% Category 3 = 7.5% Category 4 = 5% Category 5 = 2.5%			0110	VEARS VEARS	VEADS	KAIES
POSITION TYPE		Number of Positions	*Funding Source	CATEGORY	20	N V	1-74
FOOTBALL (Fall Season)			_	110000000000000000000000000000000000000	2	x13	418
	Football - Head Coach	-	M/O	-	\$ 2,940.00	8	\$ 4.704.00
	Football - Assistant Coach	5	M/O	3		+-	1
	Football - Assistant Coach - Additional	2	Tax Credit	3		+-	1
August-Octobera	Football - Flag Football - Elementary	1 per building	Tax Credit	5	\$ 612.50	-	\$ 980.00
	Weight Doom Coach US (2 cases)						1
	Weight Nooil Codol - no (5 seasons)	1 per season	Tax Credit	4	\$1,225.00	\$ 1,592.50	\$ 1,960.00
BASKETBALL	Basketball Boys - Head Coach		W/O	-	00000	00 000	- 1
	Basketball Boys - Assistant Coach		Tax Credit	-	\$ 183750	\$ 3,022.00 \$ 2,388.75	\$ 2,704.00
	Basketball Girls - Head Coach	-	M/O	-	\$ 2,940,00	3 822 00	
	Basketball Girls - Assistant Coach	_	TaxCredit			2.388.75	1
	Basketball Boys - JV Coach	1	M/O	3	\$ 1,837.50	2,388.75	1
		-	M/O	3	\$ 1,837.50	╌	\$ 2,940.00
	Basketball Boys - Freshman	1	M/O	3	\$ 1,837.50	Н	
	Basketball Girls - Freshman	-	M/O	3	\$ 1,837.50	-	\$ 2,940.00
		1 per building	M/O	4		-	
		1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	- MS	Per Trigger #	Tax Credit	5		796.25	
October-Decemberà		1 per building	Tax Credit	5		\$ 796.25	\$ 980.00
	October-Decembera Basketball Girls - Elementary (Co-ed, if needed)	1 per building	Tax Credit	5	\$ 612.50	796.25	\$ 980.00
WRESTI ING (Winter Seeson)							
WALLS I LING (WITHER SEASON)	Mercellina Lland Conch		C.	·			- 1
			O/W	2	\$ 2,450.00	+	
	the second	- 6	D/M	200	\$ 1,837.50	2,388,75	- 1
	10-	rer Irigger#	lax Credit	8	1,837.50	-	- 1
	Coach	- 6	O/W	4 1	-	\$ 1,592.50	\$ 1,960.00
	Tricogning - Assistant Court - Marchine - Combined Elementonic Control	rer Ingger#	T o tit	O r	012.50	-	
			lax Credit	c	\$ 612.50	\$ 796.25	\$ 980.00
VOLLEYBALL (Fall Season)							
	Volleyball - Head Coach	-	M/O	-	\$ 2.940.00	\$ 3.822.00	\$ 4.704.00
		-	M/O	3		+-	1
	Volleyball - Freshman Coach	1	M/O	3	\$ 1,837.50	1_	
		1 per building	M/O	4	\$ 1,225.00	\$ 1,592,50	\$ 1,960.00
	oach MS	Per Trigger#	Tax Credit	5	612.50	_	
January-Februaryà	January-Februaryà   Volleyball - Elementary	1 per building	Tax Credit	5	\$ 612.50		00.086
RASEBAll (Spring Sesson)							
Cocesso Buildo and Consol	Rasahall - Haad Coarh		O/M	-	00 040 0	000000	4 704 00
	Cach		Tax Crodit	-	+	+	1
			M/O	6	+	\$ 2388.75	\$ 2040.00
	Coach		O/M	2 6	1 837 50	2 388 75	1
			O/M	2	00.700,1 \$	2,300.73	-
SOFTBALL (Spring Season)						+	
			M/O	-	$\rightarrow$	3,822.00	
	Sortball - Assistant Coach	_	Tax Credit		\$ 1,837.50	\$ 2,388.75	\$ 2,940.00

Page 1 of

S	Softball - JV Coach	1	M/O	3	\$ 1,837.50	\$ 2,388.75	1 1
(7)	Softball - Freshman Coach	-	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
TRACK (Spring Season)							1 1
	Track - Head Coach	-	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Track - Assistant Coach - HS	2	M/O	8	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Track - Assistant Coach - HS	Per Trigger #	Tax Credit	8			
	Track Boys - MS	1 per building	O/W	4	\$ 1,225.00		-  '
J	Track Girls - MS	1 per building	M/O	4		\$ 1,592.50	\$ 1,960.00
	Irack - Assistant Coach - MS	rer Irigger#	Tax Credit	0	-	1	
March-Maya I	Track - Coach - Elementary	1 per building	Tax Credit	0 4	\$ 012.30 \$ 642.50		
	Irack - Assistant Coach - Elementaly	rer irigger#	lax credit	0	1		
SOCCER (Winter Season)							
	Soccer Boys - Head Coach		M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Soccer Girls - Head Coach	-	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
3	Soccer - Assistant Coach - HS	Per Trigger #	Tax Credit (Sport)	3		\$ 2,388.75	ŧ
3)	Soccer Boys - JV Coach	_	M/O	3	\$ 1,837.50	\$ 2,388.75	- 1
3)	Soccer Girls - JV Coach	-	M/O	3	\$ 1,837.50	\$ 2,388.75	Į
O)	Soccer - Combined Boys Girls- MS	1	M/O	4	\$ 1,225.00	\$ 1,592.50	- 1
O.J.	Soccer - Combined Girls Coach - MS		M/O	4	\$ 1,225.00	\$ 1,592.50	7
0)	Soccer - Assistant Coach - MS	Per Trigger #	Tax Credit	5	\$ 612.50	\$ 796.25	\$ 980.00
the state of the s							
CROSS COUNTRY (Fall Season)		-		c		0 2 4 0 5 00	- 1
	Cross Country - Head Coach	- C	D/M	7 6	\$ 4,450.00		3,920.00
	Cross Country - Assistant Coach - HS	Fer Ingger#	lax Credit	\$	\$ 1,037.30	\$ 4,500.73	\$ 4,940.00 \$ 1,060.00
- O	Cross Country - Combined boys and Girls Coach - MS			<b>*</b>	۵۵:077		
The second secon							
TENNIS (Spring Spacon)							
	Tennis Boys - Head Coach		M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Tennis Girls - Head Coach		M/O	2	\$ 2,450.00		1 1
	Tennis - Assistant Coach	Per Trigger #	Tax Credit (Sport)	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
SWIMMING (Fall Season)						- 1	- 1
OJ.	Swim - Head Coach	-	M/O	2	\$ 2,450.00	\$ 3,185.00	- 1
	Swim - Assistant Coach	Per Trigger #	Tax Credit	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
(2007-01-1/11-00							
GOLF (rail season)	Coff Load Coach Bour		C/W	2	\$ 2.450.00	\$ 3.185.00	\$ 3,920.00
	Conf. Head Crack Girls		M/O	2			\$ 3,920.00
	Golf - Assistant Coach	Per Trigger #	Tax Credit	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
CHEER (Fall Season/Winter Season)	(2 seasons)						- 1
Г	Cheer Coach - Head	_	M/O	2			- 1
)	Cheer Coach - Assistant	Per Trigger #	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
MUSIC (School Year)	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	4 nor building	O/M	4	\$ 1.225.00	\$ 1.592.50	\$ 1,960.00
	Band Director - Middle Scribbi *MC Band chinand requires minimum of six (6) after school and/or evening events ner year	Suping tod :					
	Choir Director - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	*MS Choir stipend requires minimum of six (6) after school and/or evening events per year.						- 1
)		1	M/O	-	\$ 2,940.00	\$ 3,822.00	
	Marching Band Director - High School	_	M/O		\$ 2,940.00	\$ 3,822.00	- 1
V	Marching Band Assistant - High School (45+ students)	Per Trigger #	M/O	4	\$ 1,225.00	\doc.28c,1 \$	\$ 1,950.00



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Post Printer.	250 May					W. Carrent	
	Marching Band Assistant - High School (90+ students)	Per Trigger #	Tax Credit	4	\$ 1,225.00	1,592.50 \$	1,960.00
	Music Director - Elementary *Flamontary Choir refinand routings white (2) the color of the color	1 per building	M/O	5	\$ 612.50 \$	796.25 \$	980.00
	Elementary Choir Superior requires minimitation three (3) after school and/or evening events per year.						
STUDENT COUNCIL (School Year)							
	Student Council Advisor - High School		C/W	3	1 837 50	\$ 238875 ¢ 2	2 040 00
	Student Council Advisor - Middle School	1 per building	O/M	4	+-	1 592 50 \$	1 960 00
	Student Council Advisor - Elementary	1 per building	M/O	2	612.50	8	980,00
YEARBOOK (School Year)							
(100.100.100.100.100.100.100.100.100.100	Yearbook Advisor - High School		9		2007		
	Yearbook Advisor - Middle School	1 ner building	O/W	2 2	\$ 1,837.50 \$	2,388.75 \$	2,940.00
			)	,	015.30	1 30.23	900.00
DRAMA (School Year)							
	Drama Advisor - High School	-	M/O	1	\$ 2,940.00	\$ 3,822.00 \$ 4	4,704.00
	"HS Drama stipend requires minimum of ten (10) after school and/or evening events per year.						
	*HS Drama Toch stinand natural minimum of pinkt (8) after parts 1		M/O	4	\$ 1,225.00 \$	1,592.50 \$	1,960.00
	Drama Advisor - Middle School	4 nor building	OW	,	+	0000	0000
	*MS Drama stipend requires minimum of six (6) after school and/or evening events per year.	Binner of		t	4 1,223,00	6 00.786.1	1,300.00
HIGH SCHOOL (School Year)							
	Advanced Ed - Co-Chair	2	M/O	3	\$ 1,837.50 \$	2,388.75 \$	2.940.00
	CTSO Advisor - High School (Deca (1), Skills (1), HOSA (2) Thespian (1)	2	JTED		1,850.00		
	Department Chair (LA, Math, Science, Social Studies) - High School	1 per core class	M/O	3	1,837.50	2,388.75 \$	2,940.00
	AVID Coordinator - High School	_	M/O	3	1,837.50		\$2,940.00
	Department Chair (except LA, Math, Science, Social Studies) - High School	1 per department	M/O	4	1,225.00	1,592.50 \$	1,960.00
	Graduation Sponsor - High School	1	M/O	2		796.25	980.00
	Prom Sponsor - High School	1	M/O	5	612.50	796.25	980.00
21	High School Speech/Forensics/Mock Trial Advisor	•	M/O	4	\$ 1,225.00 \$	1,592.50 \$ 1	00.096,
6	Uink Advisor (2)	1	Yavapai College/ Embry-Riddle	mbry-Riddle	N		
	LIIN AUVISOI (3)	2	гьма		\$ 612.50		
MIDDLE SCHOOL (School Yr.)							
	Athletic Director - Middle School	1 per building	M/O	4	\$ 1,225.00 \$	1,592.50 \$	1,960,00
	Reading Counts - Middle School	1 per building	M/O	5	612.50	796.25 \$	980.00
	Student Advisor Group Leader - Middle School	9	MGI Grant	other	$\vdash$	,	
	Team Leader - Middle School		M/O	5	1,225.00	1,592.50 \$	1,960.00
	BMMS (3)	7th,8th,Elective					
	GTIMO (4)	/th,8th,Elective,Honors	S.				
	AVID Coordinator - Middle School	1 per building	O/M		4 4 950 00		
	אינוב ססמיםוומני דוווימוס סטונסו	Billion and a			OCO'I		
	"Clubs/Program" stipend to be paid a fixed \$612.50 from Tay Credit as available and with Drincipal approval	roxal	Tay Crodit		£ 612 E0		
ELEMENTARY SCHOOL (School Yr.)							
	Coach Cheer @ LTS						
	Art Program Advisor @ GVES						
	Drama Club Advisor @ GVES						
	After School Science Explorer Advisor @ GVES				1		
	After School Robotics (@ GVES (.5)						
	National Jr. Honor Society @ BMMS -						
	Advanced Math Teacher @ GVES						
	Choir Advisor @ GVES	WHEAT THE TAXABLE TO					
	Science Olympiad @ LTS						
	Lego Robotics Advisor @ LTS						
	Fitness Program Advisor @ LVES						
							-

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	Comic/ Pop Culture Club Advisor @ LVFS			
	Art Program Advisor @ LVES			
	After School Science Explorer Advisor @ GVES			
	Math Club Advisor @ GVES			
	After School Robotics @ GVES (.5)			
	Lego Robotics Advisor @ HES			
	Fitness Program Advisor @ LVES			
	Dance Club Advisor @ HES			
	Art After School @ CSES			
	Honors Choir @ CSES			
	Student Council Advisor @ LVES			
	Rocks and Fossils Advisor @ LVES			
	Reading Club Advisor @ LVES			
	Salueling Auvisor @ Lyes			
	Interact Advisor @ BMHS-W			
	Mu Albha Theta @ BMHS-W			
	German Exchange @ BMHS-W			
	Drama Club Advisor @ LVES			
	Yearbook Advisor @ LVES			
	"Clubs" stipend to be paid a fixed \$612.50 from Tax Credit as available and with Principal approval.			
			# (mm)	A mercur
	Child Study Coordinator - Elementary	1 per building	M/O 4	\$ 1,225.00   \$ 1,592.50   \$ 1,960.00
	Reading Counts - Elementary	1 per building		612.50 \$ 796.25 \$
	AVID Coordinator - Elementary	1 per building	M/O	\$ 1,850.00
	Elementary Art Advisor	1 per District	M/O	\$1,000.00
TRIGGERS	A sports team with <10stipend= 1/2 pay rate			
Control of the Contro	A sports team with 24+assistant coach (Tax Credit)			
	A sports team with 48+second assistant coach (Tax Credit)			
	A high school dept. head with <6 = 1/2 pay scale			
ACADEMIC ADVISORS				
HIR CONTRACTOR	High School Counselors	4	Medicaid	\$ 6.000.00
	*HS Counselors requires a minimum of ten (10) after school and/or evening events per year			
Psychologist Stipend (Caseload)	District Psychologist	3	M/O	\$ 2,500.00
PSYCHOLOGIST STIPEND (caseload) Psychologist Stipend	Psychologist Stipend		1 M/O	\$ 2,500.00
				×
	Psychologist Stipend		1 M/O	\$ 2,500.00
	Devokoloniet Sthond		1 M/O	X X X X X X X X X X X X X X X X X X X
CURRICULUM COORDINATORS				
	District ELD Coordinator		M/O/Title III	\$ 15,000.00 \$ -
	District Insurance Liaison/ACA		YUEBT	+
	CIE Unector Extended Contract		JIED/CIE	4 4,000.00 e
	Nursing Program Coordinator		JIED/CIE	6
	Lead Nurse		SPED 220	& 2,300,00 & 1,000,00 & 3
	I read Double		SDED 220	÷ 6
	Lead Psych Devok Inform Sunominor	-	SPED 220	
	1 Syort mem Tuber Name		SPED 220	
	Special Polication Mentor		M/O	
	Speech Supervision		SPED 220	69
And the state of t	Procurement Compliance Coordinator		Taylor Grazing 353	6,000.00
			6	

Control Cont				Cigilatura Light	00.000.7		
Title One - Summer School Coordinator   Title One - Summer School Teaching   Title One - Summer School Teaching School Te		Z1st Century Advisors - Signature Program	O COLO	0	╀		
Title One - Summer School Researment Concluded:   Title One - Summer School Teacher   Title One - Summer School Teacher   Calech-Up Club Teachers   Title One - Summer School Teacher   Calech-Up Club Teachers   Title One - Summer School Teacher   Title One - Department School Teacher   Title One - Department School Teacher   Title One - Department School Teacher   Teacher - Participant Hall Day - (3-4ths) Teacher   Teacher - Participant Hall Day - (3-4ths) Teacher   Teacher - Participant Hall Day - (3-4ths) Teacher   Teacher - Teacher - Participant Hall Day - (3-4ths) Teacher   Teacher -		Title One - Summer School Coordinator	1	Title 1	+	-	
Title One - Summer School Teacher   Calet Up Elub   Calet-Up Club Teachers   Calet Up Elub     Calet Up Club   Calet-Up Club Teachers   Calet Up Club Teachers   Calet Up Club Teachers   Calet-Up Club Teachers   Calet Up		Title One - Summer School Assessment Coordinator		Tiffe 1	2	,	
Careful Up Club   Calcib-Up Club Transfers   C		Title One - Summer School Teacher		Title 1	100.00	Day	
Calcit-Lip Club Teachers   Calcit-Lip Club Teachers   PROFESSIONAL DEVELOPMENT   Teacher - Participant Full Day - (E-Bins)   Calcit-Lip Club Teacher - Participant Full Day - (E-Bins)   Calcit-Lip Club Teacher - Participant Full Day - (E-Bins)   Calcit-Lip Club Teacher - Participant Full Day - (E-Bins)   Calcit-Lip Club Teacher - Participant Full Day - (E-Bins)   Calcit-Lip Club Teacher   Calcit-Lip Club Teacher   Calcit-Lip Club Teacher   Calcit-Lip Club Teacher   Calcit-Lip Club Teacher Full Day - (E-Bins)   Calcit-Lip					2000	Cay.	
PRODEESIONAL DEVELOPMENT   Teacher - Participant Fall Day - (6-Bits)		Catch-Up Club Teachers	12	United Way Grant			
Teacher - Participant to Bay (Editor)	PROFESSIONAL DEVELOPMENT/						
HISBD Presenter to Felicipant Hall District Charles   HISBD Presenter Hall District Charles Hall District Charles   HISBD Presenter Hall District Charles Hall District Charles Hall District Charles Hall District Charles Hall Presenter Hall Presente		Teacher - Participant Full Dav - (6-8hrs)					
HISD Presenters Full Day - (& Bhr 1) Individual Teacher     HISD Presenters Full Day - (& Bhr 2) Individual Teacher     HISD Presenters Full Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     HISD Presenters Half Day - (& Bhr 2) Individual Teacher     Calcar Overload: Half Bay School     Calcar Deveload: Half Bay School     Calcar Deveload: Half Bay School     Calcar Deveload: Elementary School     Calcar Deveload: Elementary School     Calcar Deveload: Half Bay School     Calcar Deveload: Half Bay School     Calcar Deveload: Half Bay School     Calcar Deveload: Elementary School     Calcar Deveload: Half Bay School     Calcar Deveload: Elementary School     Wellness Coach Copulation Scho		Teacher - Datichent Half Day (2011s)		Misc Grts	100.00	Day	
HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   HUSED Presenters is all oby - Control Fundament Received   Class Overload: United School Class Overload: Control Facilitator Class Overload: Control Facilitator Class Overload: Control Facilitator Control Facilitator Control Facilitator Control Facilitator School Wellness Coach Lieft Vitatilional School Wellness Coach Humbold! Elementary School Wellness		- Carolin Tarrest For the Colon Additional Transfer			50.00	Day	
HUSD Presenters tail to any 1-3-Hirst Individual leach   HUSD Presenters tail to a second tail to any 1-3-Hirst Individual leach   HUSD Presenters tail to a second tail to any 1-3-Hirst Individual leach   HUSD Presenters tail to a second tail to any 1-3-Hirst Individual leach   HUSD Presenters tail tail to any 1-3-Hirst Individual leach   HUSD Presenters tail tail to any 1-3-Hirst Individual leach   HUSD Presenters tail tail to any 1-3-Hirst Individual leach   HUSD Presenters tail tail to any 1-3-Hirst Individual leach   HUSD Presenters tail tail to any 1-3-Hirst Individual leach   HUSD Presenters tail to any 1-3-Hirst Individual leach 1-3-Hirst Individual leach   HUSD Presenters tail to any 1-3-Hirst Individual leach   HUS		Troop Tresenters rull Day - (e-off) Individual Teacher		Misc Grts	200.00	Day	
HOSD Presenters Fail Day: (2-4hrs) Tean Presenters (each)		rioso Presenters hair Day - (3-4hrs) Individual Teacher		Misc Grts	100.00	Day	
Per Trailor		HUSD Presenters Full Day - (6-8hrs)   earn Presenters (each)		Misc Grts	150.00	Day	
Bus Trainer         Per District           OVERLOADS         Class Overload: High School         176 of Salary           CASE Overload: High School         176 of Salary         176 of Salary           CACEP Budget         CACEP Office of Facilitator         177 of Salary           CACEP Budget         CACEP Menu operations         177 of Salary           CACEP Menu operations         51,000           CACEP Menu operations         51,000           CACEP Menu operations         51,000           Wellness Grant Sipends         Wellness Coach Oranvulle Elementary School         51,000           Wellness Coach Mountain View Elementary School         81,000           Wellness Coach Lister Yalley Elementary School         81,000           Wellness Coach Lister Valley Elementary School         81,000		HUSD Presenters Half Day - (3-4hrs) Team Presenters (each)		Misc Grts	75.00	Day	
1					L		
Class Overload: High School   1/6 of Salary		Bus Trainer	1 Per District	M/O	\$2,500/Year		
Class Overleach Middle Sahool   115 of Salary   115 of Salar		Oses Overload: High School					
Cacer Pudget   Cace		Class Eventodat, 19th Californ	1/5 of Salary	M/O			
CACEP Budget		Class Overland: Middle Scillol	1/5 of Salary	M/O			
CACFP Budget         CACFP Director/ Facilitator         \$1,000           Meliness Grant Sipends         CACFP Director/ Facilitator         \$1,000           Wellness Coach Cranville Elementary School         \$1,000           Wellness Coach Cranville Elementary School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Mountain View Elementary School         \$1,000           Wellness Coach Lake Valley Elementary School         \$1,000           Wellness Coach Humboldt Elementary School         \$1,000           Wellness Coach Lake Valley Elementary School         \$1,000           Wellness Coach Lake Valley Elementary School         \$1,000           Wellness Coach Humboldt Elementary School         \$1,000           Humboldt Elementary School         \$1,000           Appetence in the same sport at previous schools.         \$1,000           Humboldt Elementary School		Oraso Cortional - Itelitelitaly Octioni Place Oriotacidi (Otta-al-	1/7 of Salary	M/O			
CACFP Budget         CACFP Director/ Facilitator         \$1,000           CACFP Menu operations         \$1,000           CACFP Clerk         \$1,000           Wellness Crant Silpends         CACFP Administrative Secretary         \$1,000           Wellness Coach Granville Elementary School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Lake Valley Elementary School         \$1,000           Head high school coaches new to the Distict may be gran		Class Overload. (Other)	1/x of Salary	M/O			
CACEP Menu operations   ST,000		CACED Disorderal Equilibrate					
CACEP Menu operations   CACEP Menu operations   S1,000		סאטרו טופטטן רמטוומטן	\$1,000				
CACFP Clerk		CACEP Menii operations	94 000			+	
CACFP Clerk  CACFP Administrative Secretary  Wellness Coach Granville Elementary School  Wellness Coach Liberty Traditional School  Wellness Coach Mountain View Elementary School  Wellness Coach Mountain View Elementary School  Wellness Coach Lake Valley Elementary School  Wellness Coach Luke Valley Elementary School  Wellness Coach Humboul Elementary School			000,16				
Wellness Coach Granville Elementary School   S1,000     Wellness Coach Liberty Traditional School   Wellness Coach Liberty Traditional School   Wellness Coach Liberty Traditional School   Wellness Coach Mountain View Elementary School   Wellness Coach Mountain View Elementary School   Wellness Coach Coyote Springs Elementary School   Wellness Coach Lake Valley Elementary School   Wellness Coach Lumboldt Elementary School   Wellness Coach Lumboldt Elementary School   Wellness Coach Lumboldt Elementary School   Wellness Coach Lake Valley Elementary School   Strong   Wellness Coach Lake Valley Elementary School   Wellness Coach Lake Valley Elementary School   Strong Elementary	)	CACFP Clerk	\$1,000				
CACFP Administrative Secretary         \$1,000           Wellness Coach Cranville Elementary School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Liberty Traditional School         \$1,000           Wellness Coach Coycle Springs Elementary School         \$1,000           Wellness Coach Lake Valley Elementary School         \$1,000           Wellness Coach Humboldt Elementary School         \$1,000           Continuous years of in-house experience in a "position type" will count for horizontal			000'1 &			+	
Wellness Coach Granville Elementary School       \$1,000         Wellness Coach Liberty Traditional School       \$1,000         Wellness Coach Mountain View Elementary School       \$1,000         Wellness Coach Coyote Springs Elementary School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Wellness Coach Humboldt Elementary School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Head high school coaches may vary       \$1,000         Continuous years of in-house experience in a "position type" will count for horizontal movement.       \$1,000         Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.       High school assistant coaches, and Freshman Coaches new to the District may be granted up to the Coaches new to the District may be granted up to the Coaches new to the District may be granted up to the Coaches new to the District may be granted up to the Coaches new to the District may be granted up to the Coaches new to the District may be granted up to the Coaches new to the District may be granted up to t		CACFP Administrative Secretary	\$1.000				
Wellness Coach Granville Elementary School       \$1,000         Wellness Coach Liberty Traditional School       \$1,000         Wellness Coach Mountain View Elementary School       \$1,000         Wellness Coach Coyote Springs Elementary School       \$1,000         Wellness Coach Liberty Traditional School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Wellness Coach Humboldt Elementary School       \$1,000         Head high school coaches new to the District may be granted up to five (\$) years credit for coaching experience in the same sport at previous schools.       High school scaches, JV Coaches, and Freshman Coaches new to the District may be granted up to five (\$) years credit for coaching experience in the same sport at previous schools.	Wellness Grant Stipends						
Wellness Coach Liberty Traditional School       \$1,000         Wellness Coach Mountain View Elementary School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Wellness Coach Humboldt Elementary School <td>&gt;</td> <td>Wellness Coach Granville Elementary School</td> <td>\$1,000</td> <td></td> <td></td> <td></td> <td></td>	>	Wellness Coach Granville Elementary School	\$1,000				
Wellness Coach Mountain View Elementary School Wellness Coach Mountain View Elementary School Wellness Coach Mountain View Elementary School Wellness Coach Lake Valley Elementary School Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, JV Coaches and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.							
Wellness Coach Mountain View Elementary School       \$1,000         Wellness Coach Coycte Springs Elementary School       \$1,000         Wellness Coach Lake Valley Elementary School       \$1,000         Wellness Coach Humboldt Elementary School       \$1,000         Wellness Coach Humboldt Elementary School       \$1,000         Continuous years of in-house experience in a "position type" will count for horizontal movement.       \$1,000         Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.       \$2,000         High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.       \$2,000	>	Wellness Coach Liberty Traditional School	\$1,000				
Wellness Coach Mountain View Elementary School Wellness Coach Coyote Springs Elementary School Wellness Coach Lake Valley Elementary School Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement. Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school acchees, JV Coaches and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.							
Wellness Coach Coyote Springs Elementary School Wellness Coach Lake Valley Elementary School Wellness Coach Lake Valley Elementary School Wellness Coach Humboldt Elementary School Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement. Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.	Α	Wellness Coach Mountain View Elementary School	\$1,000				
Wellness Coach Lake Valley Elementary School Wellness Coach Humboldt Elementary School Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.	^	Wellness Coach Covote Springs Flementary School	\$1,000			+	
Wellness Coach Lake Valley Elementary School Wellness Coach Humboldt Elementary School Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school acaches, V Coaches, and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.			000'10	Assistant coaches not lis	sted will be naid as follows: 1	High	
Wellness Coach Humboldt Elementary School  *Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, Vo Coaches and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.	Λ	Wellness Coach Lake Valley Elementary School	\$1,000	school assistants for Cat	tegory 1 head coaches will b	e paid	
Wellness Coach Humboldt Elementary School  YFunding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school sacilatin coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.				two (2) steps lower than	the high school head coach	. 2)	
*Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.	۸	Wellness Coach Humboldt Elementary School	\$1,000	High school assistants fo	or Category 2 head coaches	and	
*Funding sources may vary  Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.					vill be paid one (1) step lowe	r than	
				same level as the elemental	ry assistants will be paid at tr	le de	
	**	Funding sources may vary		triggers will be paid from	ווומוץ כטמכוו. אאאואנומיט עדווו ו Tax Credit Funds, except מ	s listed	
Continuous years of in-house experience in a "position type" will count for horizontal movement.  Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.				above.			
Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.  High school assistant coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.	<u> </u>	Continuous years of in-house experience in a "position type" will count for horizontal movement.					
High school assistant coaches, and Freshman Coaches new to the District may be granted up to three (3) years credit for coaching experience in the same sport at previous schools.	1 0	Head high school coaches new to the District may be granted up to five (5) years credit for coaching synations in the same enact at provious schools					
three (3) years credit for coaching experience in the same schools.	) [	Approved in the course open at previous sortions.  High school assistant coaches. IV Coaches and Erashman Coaches new to the District may be granted in to					
	4	hee (3) years credit for coaching experience in the same sport at previous schools.		T			

2019-20 Boar / Approved Stipend Schedule

# CONSENT Item 7N.

**MICTED** 

#### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item# FROM: Dr. Rob Bueche, Executive Director-Federal Programs & School Reading Innovation DATE: June 9, 2020 Discuss SUBJECT: Intergovernmental Agreement (IGA) renewal between HUSD and Action Mountain Institute CTED Consent X Goal #1: To Raise the Level of Student Achievement **OBJECTIVE:** 

#### **SUPPORTING DATA**

Humboldt Unified School District has an on-going partnership with the Mountain Institute Career and Technical Education District (MICTED). There are no changes to the existing agreement, and this agreement has been reviewed by legal counsel.

#### **SUMMARY & RECOMMENDATION**

It is the recommendation that the Governing Board approve the intergovernmental agreement between Humboldt Unified School District and the Mountain Institute CTED for a three-year period, beginning July 1, 2020.

#### **Sample Motion**

I move to approve the intergovernmental agreement between Humboldt Unified School District and the Mountain Institute CTED for a three-year period, beginning July 1, 2020.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

#### **INTERGOVERNMENTAL AGREEMENT**

#### by and between

#### Mountain Institute Career Technical Education District #2 (MICTED)

#### <u>and</u>

#### **Humboldt Unified School District**

#### For

#### **Provision of Career Technical Education Courses**

This Intergovernmental Agreement ("Agreement") for the provision of Career Technical Education courses (CTE) is entered into as of the <u>1st</u> day of <u>July</u>, <u>2020</u>, by and between the Mountain Institute Career Technical Education District #2 (hereinafter known as "MICTED") and <u>Humboldt Unified School District</u> hereinafter known as known as the "Satellite District") collectively known as the "Parties" for the joint exercise of powers pursuant to Arizona Revised Statutes ("A.R.S.") 11-952 et seq., A.R.S. §15-342 and A.R.S. §15-393;

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

**WHEREAS**, the Parties want to provide joint career technical education courses ("CTE Courses"), as defined in ARS § 15-391, at Satellite locations designated by the Satellite, and to operate under a satellite model with the Satellite continuing to provide the instruction and facilities for such courses.

WHEREAS, the Parties may want to provide CTE Courses at satellite locations designated by the Satellite District and to receive classes under the centralized model using video conferencing distance learning (VCDL) technology to deliver classes. Satellite will continue to provide facilities and facilitators for the CTE Courses;

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

#### 1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which MICTED will provide the CTE Courses that meet the criteria provided in A.R.S. § 15-391.

#### 2. Term

This Agreement commences and becomes effective on <u>July 1, 2020</u> and shall be effective for a period of three years, through and including <u>June 30, 2023</u>, unless terminated by either party as provided for in this Agreement. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

#### 3. Termination

This Agreement may be terminated by either Party upon written notice to the other Party given no later than 30 days before the end of the Satellite's semester. Said termination shall not become effective until the end of the then-current semester in which notice is given. Unless otherwise agreed to in writing by the Parties, all MICTED property/equipment shall remain the property of MICTED and shall be returned to MICTED by the Satellite District when no longer in use or upon termination, whichever is sooner pursuant to A.R.S. § 15-952(B)(4). MICTED shall, using the procedures specified in the Uniform System of Financial Records for Arizona School Districts (USFR), maintain an inventory of all equipment which MICTED supplies to the Satellite District or which is purchased by the Satellite District with CTED funds and which is to be returned to MICTED.

#### 4. Requirements under A.R.S. §15-393(L)

### A. Financial Provisions for Existing and for New and Emerging Programs – See Exhibits A & G.

- (1) The services provided by the Parties under this Agreement shall be proportionally calculated in the cost of delivering the service.
- (2) Payment for services shall not exceed the cost of the services provided. A Satellite District may carry forward 20% of allocated funds and required on budget worksheet. Unexpected funds remaining at the end of the fiscal school in excess of the 20% will be used to decrease the reimbursement allocation in the next school year. A written plan for the accumulation of funds must be requested by May 1st of the school year and approved by the CTED Governing Board.
- (3) Payment obligations of MICTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of the Satellite are conditioned upon the availability to the Satellite of funds that may lawfully be used for such purpose.

#### B. Accountability Provisions.

The Parties agree to cooperate as appropriate to ensure compliance of both Parties with required student testing schedules and procedures, reporting, and other requirements of applicable state and federal law concerning accountability in educational programs and fiscal responsibilities. MICTED may, at its expense, request an audit of accounting of expenditures by Satellite related to CTE Courses or the CTE Program provided to Satellite.

#### C. Responsibilities.

- (1) Responsibilities of MICTED.
  - a. MICTED will manage the career technical education district.
  - b. MICTED will be responsible for the content and quality of CTE Courses taught by the Satellite District and shall maintain oversight of all Satellite District programs.
  - c. MICTED will establish the standard for the quality of the teachers who instruct CTE Courses. In accordance with A.R.S. § 15-391(2)(a) and (4)(a), all CTE Courses must be taught by an instructor who is certified to teach career and technical education by the State Board of Education and who possesses a valid Arizona fingerprint card. Programs without an instructor who is certified to teach career and technical education by the State Board of Education are noncompliant and will not be funded. Funding will not be in effect until the teacher becomes CTE certified.
  - d. MICTED will review the salaries of teachers who will be instructing CTE Courses on behalf of the Satellite, and may pay the Satellite for such salaries.
  - e. MICTED may pay Satellite for providing facilities and instruction for CTE approved classes, or may reimburse other entities for facilities and instruction for CTE approved classes.
  - f. MICTED shall provide professional development for Satellite CTE Courses and CTE Program teachers. The nature, duration, frequency, and type of professional development provided by MICTED pursuant to this section shall be determined in the sole discretion of MICTED.
  - g. MICTED will coordinate with Satellite District to upload Satellite student attendance reports into the ADE SAIS AzEDS system.
  - h. MICTED shall provide ongoing evaluation and support of satellite campus programs and courses to ensure quality and compliance. The nature, duration, frequency, and type of evaluation and support services provided by MICTED pursuant to this section shall be determined in the sole discretion of the MICTED. On an annual basis, MICTED will use the Arizona Department of Education Quality and Compliance Monitoring Document to determine the need of support for each program in the Satellite supported by MICTED.

- i. Within 30 calendar days of approval by MICTED Governing Board, MICTED shall submit Satellite requests for approval or addition of Satellite courses or programs directly to the CTE Division of the Arizona Department of Education as prescribed by A S. § 15-393(M).
- j. MICTED will maintain an itemized listing of goods and services that are provided to Satellite District and which are paid by retention of Satellite District student funding.

#### (2) Responsibilities of Satellite.

- a. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph (2) may result in temporary or long-term loss of funds to the Satellite.
- b. Attendance data must be reported by the Satellite to MICTED at least every 20 days or the length of time required to be in compliance with reporting standards from the Arizona Department of Education in order for the Satellite to receive funding as agreed upon.
- c. Satellite is solely responsible to comply with its legal obligations to generate the required Average Daily Membership and to refrain from efforts to prevent or prohibit any student from attending a CTE Course supported by MICTED.
- d. Satellite District shall provide the instruction in any Satellite Courses supported by MICTED referenced on Exhibit B (Satellite Course Description Book) at Satellite Locations through Satellite teachers who shall remain employees of Satellite District and subject to Satellite's employment policies. However, Satellite District shall, to the extent permitted by A.R.S. § 15-537 and the personnel policies of the Satellite District, consult with and consider the input received from MICTED in Satellite's evaluations of Satellite staff.
- e. Satellite shall provide notification for each new proposed and continuing program as stated in the Satellite course description book by April 15th of the year for consideration and approval by the MICTED Governing Board. (Exhibit C). Satellite shall also provide notification for each program no longer being provided on a campus the following year by April 15th of each year.

- f. Satellite will provide necessary facilities, equipment, supplies, maintenance, property, and liability insurance, instructional staff to conduct CTE Courses at Satellite locations. If the Satellite uses MICTED funds to construct or renovate a facility located on the Satellite campus or on property owned by the Satellite, the facility shall, except for occasional other uses mutually agreed upon between the parties, be used only for CTE Programs offered by MICTED and must be made available to all eligible students who live within MICTED boundaries. In the event that the facility is no longer used for CTE Courses offered by MICTED, the Satellite District, shall, unless the parties otherwise agree, reimburse MICTED for the depreciated cost of the construction and/or renovate as determined by generally accepted accounting principles.
- g. Satellite District will be responsible for student discipline at Satellite District locations.
- h. Satellite will insure, repair, and maintain all property and equipment purchased by MICTED for use in courses taught by Satellite while in the possession of Satellite. Satellite will return, or dispose of when mutually agreed upon beforehand, the property and equipment owned by MICTED when the property and equipment is no longer used by Satellite for CTE Courses. In the event Satellite District has installed Satellitefunded computer software in MICTED-owned computers, Satellite may remove such software from any MICTED-owned computer prior to removing the computer from the Satellite location. All equipment purchased with CTED funds shall be tagged and accounted for by the Satellite. Satellite will maintain an itemized listing of goods and services that are provided to Satellite District and which are paid for by MICTED student funding. Satellite shall provide said itemized list to MICTED within 30 calendar days of receipt of a request from MICTED. The Satellite District shall make available for audit purposes a complete list of MICTED funded items, condition and location. The Satellite District will follow state disposal guidelines if MICTED choose not to receive the equipment back from the Satellite.
- h. Satellite agrees that it shall use any monies received pursuant to this Agreement to supplement and not supplant base year Career and Technical Education and MICTED Courses, and

amounts for directly related equipment and facilities. Satellite agrees that in order to enhance and not supplant CTE as required by A.R.S. § 15-393(D)(7) and (8), Satellite will continue to allocate monies at a level at least equal to what the Satellite spent on CTE Programs in the base year to such programs or directly related equipment or facilities during the term of this Agreement. For purposes of this section, the amount spent in the base year shall be determined and adjusted as appropriate based on the definition and discussion in USFR Memorandum 219 of the State Auditor General.

- i. Except the first year a Satellite has joined MICTED, by October 15 of such year, Satellite shall complete and submit to MICTED all of the following for the previous fiscal year: (i) The State Auditor General's USFR Memorandum 219 worksheet; and (ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's USFR Memorandum 219 worksheet.
- j. Satellite will provide a projected new year budget no later than May 1st of each school year as requested by MICTED, or as budget allocations are available. Satellite will provide a final detailed current year budget with narrative and expenditures using MICTED CTE Final Report Form by April 15th of each school year. All previously unexpended MICTED funds held in the 596 account must be carried forward for use in the new school year with a maximum carry forward of 20%, and included in the budget request to the MICTED Governing Board. A written plan for the accumulation of funds in excess of the allowable 20% carry forward must be requested and approved by the MICTED Governing Board.
- k. Satellite will comply with safety procedures to be reviewed and revised by MICTED in order to meet applicable State and Federal regulations.
- l. Satellite will receive and utilize according to the Satellite plan its proportionate share of all funds, if any, received from MICTED\_under A.R.S. § 15-977 (Proposition 301-Classroom Site Funds) and A.R.S. § 15-979 (Proposition 202-Instructional Improvement Fund).

- m. With respect to CTE Courses and program opportunities offered through Satellite, and with respect to all MICTED Property, Satellite may promote and recognize MICTED in all CTE publications, presentations and public and community relations efforts. Satellite will display MICTED logo and/or statement "Get Trained, Get Certified, Get Hired" on promotional material either in print or in electronic form for public viewing. No funds will be withheld in the event the logo is not displayed.
- n. Satellite District will cooperate with MICTED to provide MICTED with timely information for purposes of generating the itemized list required in Section C(1)(i) above and any reports required by A.R.S. § 15-393, A.R.S. § 15-939.01, Arizona Department of Education or Auditors General Office by specified reporting dates.

#### D. Type of Instruction.

A final list of all Satellite CTE Courses must be submitted to the MICTED Governing Board by April  $15^{th}$  of each year. A list of approved CTE Courses supported by MICTED shall be attached hereto as Exhibit B (satellite course description book). All classes that may generate funding must meet the criteria for programs and courses as required by law. All Satellite teachers are required to follow these criteria.

#### E. Quality of Instruction.

"CTE Courses" shall mean a course that is part of a joint technical education program and meets the criteria identified in A.R.S. §15-391 (See Exhibit D).

#### F. Enrollment.

- (1) MICTED will coordinate enrollment and registration with the staff of each Satellite District.
- (2) Satellite District and MICTED must approve all enrollments, student withdrawals and verifying student eligibility in classes approved by the MICTED Governing Board. Satellite District must provide a formal withdrawal request for students who are withdrawn from a Central Campus Program within three (3) school days of the student withdrawal.

- (3) Satellite will provide registration and attendance information for MICTED students in approved courses consistent with State guidelines and subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, et seq. (See Exhibits E & F.)
- (4) MICTED may collect tuition for adult students and the attendance of pupils who are residents of school districts that are not participating in the joint district, pursuant to A.R.S. § 15-393(H). MICTED Governing Board will set the tuition rate. Notwithstanding the foregoing, MICTED will not be responsible to pay tuition or provide any financial assistance to any student who cannot document that he or she is a United States citizen or lawfully present in the United States.
- (5) For purposes of this Agreement, the definition of "student" is as defined in A.R.S. § 15-393(D)(4). Adults and post-secondary students may enroll in CTE Programs/Courses only upon mutual agreement of the Superintendents of both the Satellite and MICTED or their authorized designees.
- (6) Satellite will provide to MICTED the Individual Education Plan (IEP) and/or the 504 Accommodation Plan pursuant to A.R.S. § 15-393(L)(4) and 15-763 for any satellite students attending an MICTED Central Campus program. Satellite agrees to provide services and support and to comply with the requirements of the IEP or 504 Accommodation Plan. Satellite may include MICTED in the Prior Written Notice or annual review meetings for those students currently attending MICTED programs.
- (7) For purpose of enrollment into CTED programs and courses throughout Satellite district, Satellite Districts will provide MICTED student demographic information. MICTED will limit access to such records to employees who have a legitimate interest and need to know the substance of the particular record. MICTED and Satellite will collaborate on any materials sent to Satellite students using the demographic information provided.
- (8) Satellite District will allow MICTED personnel to promote MICTED courses and programs that are held at MICTED's central campuses to Satellite students through in-person and electronic outreach activities

at Satellite. In-person may include, but not limited to, events similar to registration of classes, registration fairs, lunch activities, assemblies, orientation, and open house. Electronic outreach may include, but not limited to, student announcements system, parent notification system, and use of email communications. All Satellite students will have equal access to all enrollment opportunities and no student will be discriminated against due to race, creed, color, religion, sex, national origin or disability. Any such outreach shall be scheduled and coordinated in collaboration with Satellite.

#### G. Transportation Services.

If transportation of students is mutually agreed by both the satellite and MICTED, then Satellite resources will be used to provide such transportation. MICTED shall assume no responsibility for providing vehicles or logistical support for transportation.

If transportation of students is required by the student's IEP or if State law requires transport, then Satellite resources will be used to provide such transportation.

#### 5. Statutory Right of Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, the Agreement may be terminated by either Party for conflict of interest.

#### 6. Non-discrimination

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, regulations and Executive Orders, mandating that all persons shall have equal access to employment and education opportunities and that no person shall be discriminated against due to race, creed, color, religion, sex (including sexual preference/identity), national origin, disability, veteran's status or political preference.

#### 7. Insurance

Satellite District and MICTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

#### 8. Employees

An employee of either Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of the other Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law. The primary employer shall be solely liable for the payment of workers' compensation benefits. Each party warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations and may request verification of compliance from any contractor or subcontractor performing work under this Agreement.

#### 9. Mutual Indemnification

To the extent allowed by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims arise out of this Agreement and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### 10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of State agencies required by statute or executive order. In the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this Agreement shall also refer to that statute as amended in the future.

#### 11. Reporting and Records

All accounts, reports, files and other records relating to this Agreement shall be kept for five years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period.

#### 12. Rights/Obligations of Parties Only

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

#### 13. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

#### 14. Invalidity of Any Part of the Agreement.

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

#### 15. Mediation

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for representation by an attorney at the mediations, if such representation is desired.

#### 16. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

#### **Mountain Institute CTED**

#### **Humboldt Unified School District**

Address: 220 Ruger Rd. Suite #2 6411 N. Robert Road
Prescott, Arizona 86301 Prescott Valley, AZ 86314
Phone: 928-771-0791 Phone: 928-928-759-4000

Email: beckey.massey@mijted.net Email:Rebecca.cooley@humboldtunified.com

#### 17. Counterparts

This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement is effective as of the date first written above.

#### IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this  $\underline{\bf 5}^{th}$  day of  $\underline{\bf May}$ . 2020 upon resolution of the MICTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

attorney who has determined that it is in proper form and is within the powers and
Attorney approval:  This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the MICTED Governing Board.  By:
This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the MICTED Governing Board.  By: Kristin M. Mackin  Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the MICTED Governing Board.  By: Kristin W. Mackin  Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the MICTED Governing Board.  By: Kristin W. Mackin  Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
authority granted under the laws of the State of Arizona to the MICTED Governing Board.  By:Kristin W. Wackin  Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
Board.  By: Kristin M. Mackin  Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
Legal Counsel for Mountain Institute Career Technical Education District  ***********************************
Dated this day of, <u>2020</u> , upon resolution of the Satellite Governing
Dated this day of, <u>2020</u> , upon resolution of the Satellite Governing Board, approving this Agreement and authorizing its Superintendent to sign below:
Board, approving this Agreement and authorizing its Superintendent to sign below:
HumboldtUnified School District
Ву:
Dan Streeter
Title: Superintendent
Attorney approval:
This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned
attorney who has determined that it is in proper form and is within the powers and
authority granted under the laws of the State of Arizona to the Antelope Union High
School District.
Ву:
Legal Counsel for the Humboldt Unified School District

#### **EXHIBIT A**

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			Prepared By		Bill Stiteler	District			Information		
FY20 596 CTE (Will be adjus	FY20 596 CTED Projected Initial Budget Allocation (Will be adjusted in acordance with Current Year				Carry Forward L	Carry Forward Balance in Fund 596 Cash Account at beginning of Fiscal Year	96 Cash Account Year			Total Budget Allocation	
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		USFR									
Program		Code	Total Budget /				Ω	Supplies			
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-	Agriculture Plant Science	356	IO/AIG#	5							
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#### **EXHIBIT B**

#### CTED Programs/Courses to be offered by the Satellite:

(Per Satellite Program Description Book)

#### **Agriculture Education**

- o AgriScience Chino Valley High School
- o AgriScience Mayer High School
- AgriScience Seligman High School

#### Animation

o Animation - Prescott High School

#### **Architectural Drafting**

o Architectural Drafting - Chino Valley High School

#### **Automotive Technologies**

Automotive Technologies – Prescott High School

#### **Laboratory Assisting**

Bioscience – Chino Valley High School

#### **Business Management**

- o Business Management Bagdad High School
- o Business Management Chino Valley High School
- o Business Management Bradshaw Mountain High School
- Business Management Mayer High School
- Business Management Prescott High School

#### **Construction Technologies**

Construction Technologies – Bagdad High School

#### **Culinary Arts**

- o Culinary Arts Bagdad High School
- Culinary Arts Chino Valley High School

#### **Digital Communication**

- Digital Communication Prescott High School
- $\circ$  Film and TV Production Bradshaw Mountain High School
- $\circ$  Film and TV Production Prescott High School

#### **JROTC**

- o Air Force JROTC Prescott High School
- Army JROTC Bradshaw Mountain High School

#### Marketing

o Marketing - Bradshaw Mountain High School

#### **Network Security**

- o Computer Network Technology Bradshaw Mountain High School
- o Computer Network Technology Chino Valley High School
- Computer Network Technology Prescott High School

#### **Nursing Services**

o Certified Nursing Assistant - Bradshaw Mountain High School

#### Software and App Design

Software and App Design – Bradshaw Mountain High School

#### Sports Medicine and Rehabilitation

- o Sports Medicine and Rehabilitation Bradshaw Mountain High School
- o Sports Medicine and Rehabilitation Chino Valley High School
- o Sports Medicine and Rehabilitation Prescott High School

#### Stagecraft

Stagecraft – Prescott High School

#### Welding Technologies

- o Welding Technology Ash Fork High School
- o Welding Technology Bagdad High School

#### **EXHIBIT C**

### New Satellite CTE Programs wishing to apply for CTE approval must follow these procedures:

1. Notify MICTED staff of the program they wish to submit for <u>CTE</u> status:

Program name & courses in the sequence

Related CTSO

Plan for implementation

Projected student enrollment

Project CTE Program cost, and funding sources.

Instructor

2. One-year probation status:

For all new program requests

For programs to re-approve after non-compliance CTE approval notification

Documentation of A.R.S. § 15-391 criteria implementation status

During the probationary time, staff may assist the CTE Director with professional development, CTSO implementation.

NO average daily membership funds will be accrued

Local use of MICTED site allocations will be permissible based on written rationale & requests

3. After one-year probation status;

Satellite may request full approval status

MICTED staff will review program implementation status with satellite school administrators

Satellite administrators will attend MICTED Governing Board meeting with request & documentation

Recommendations, with written rationale, may include:

Full approval status

Another year of probation

Approval status denied

#### Documentation:

A.R.S. § 15-391 completion status

State Assessment reports/data

MICTED Improvement plans

MICTED site visits and observation notes

A satellite program that does not meet compliance and is not approved as a CTE Program can appeal the MICTED Governing Board decision after a minimum of one year. A satellite program that does not meet compliance and is not approved will not generate CTE funding, nor will any CTE funds be allocated to that program. No CTE funds may be expended on the program improvement, professional development and/or instructor, unless there is a prior agreement from the MICTED administration.

#### **EXHIBIT D**

#### CTED STATEMENT OF ASSURANCES PURSUANT TO A.R.S. §15-391 et seq



CTED Central Only Perkins + Satellite Perkins Only

## Arizona Department of Education Quality and Compliance Monitoring Document

District/CTED Name

CTE Director/CTED Superintendent

CTE Program location	
Program existed for 3 consecutive years	
Teacher name(s)	†
Years teaching at site program _	
Date monitored _	
Quality level achieved _	
Final compliance result	
	of Education Quality Compliance Monitoring Document
organized under the elements for quality as either "Evident" "1" or "no determine the rations. After rating each criterion within a particular element element for quality, total the points earned for that quality element. Celcu points. Evidence to be provided will come from a distinct level or pro-	ement has compliance indicators and quality indicators. To complete the evaluation of compliance indicators, select either yes or no attor. To complete the evaluation of quality indicators, use the following simple 0-1 rubnic to rate the program on each of the criteria Evident" 0'. Use the boxes marked "Evidence" to record the sources of information and key components considered in order to entit for compliance, indicate on the summary page which elements were not met for compliance. After rating activation within an also percentage score by dividing the points earned by the total points possible for that quality element/each element's total possible pramilevel. The District level of does points earned by the total points possible for that quality element/each element's total possible pramilevel. The District level of does points earned by white on the monitoring document by yellow highlight. The program level of tation is indicated in the monitoring document by whiteho highlight
	Quality Ratings Scale
Not at all achieved: No evidence of the criterion in the program. 0% to 69	
Basic Achievement: The criterion is minimally implemented in the progra For example:  Implementation is just beginning.  Implementation is evident infrequently.  Implementation is evident in a small portion of the program.  Access is limited to a small segment of students.  Proficient Achievement: The criterion is evident in the program but imple	
For example:  Only part of the criterion is evident.  Implementation is evident part of the time, but not on a sustained a timplementation is evident part of the time, but not on a sustained a timplementation is evident in portions of the program.  Access is available to most, but not all students.	
Distinguished Achievement: The criterion has been fully implemented th	oughout the entire program, 90% to 100%
For example:  • All Parts of the criterions are evident.  • Implementation is evident on a regular and sustained basis.  • Implementation is evident across all portions of the program.  • Access is available to all students.	

Complete Quality Compliance Monitoring document can be located on Arizona Department of Education website under Career and Technical Education utilizing the following link: <a href="https://cms.azed.gov/home/GetDocumentFile?id=5e4ead5803e2b305587179fe">https://cms.azed.gov/home/GetDocumentFile?id=5e4ead5803e2b305587179fe</a>

#### **EXHIBIT E**

## IGA BETWEEN MICTED and HUMBOLDT UNIFIED SCHOOL DISTRICT FOR MICTED CENTRAL CAMPUS PROGRAMS

MICTED Release of Information Form

	DOB:
Bradshaw Mountain High School to furnish a	s) of the above-named student, hereby authorize any and all student records concerning my chil- les, transcripts, attendance records, discipline file
Mountain Institute Career Technical Education 220 Ruger Rd. Suite #2	on District #2
Prescott, Arizona 86301 Phone 928-771-0791	
Bradshaw Mountain Unified School District to child, as necessary for my child's enrollment in DISCLOSURE OF THIS INFORMATION IS REGULA	s) of the above-named student, hereby authorize furnish any and all student records concerning mean Mountain Institute CTED #2 programs.  ATED BY AND SHALL BE IN COMPLIANCE WITH THACT (FERPA); ARIZONA REVISED STATUTES SECTIO
15-1043 AND OTHER APPLICABLE PRIVACY LAW	
SIGNATURE PARENT/ GUARDIAN (please specif	fy) DATE
SIGNATURE PARENT/ GUARDIAN (please specif	τy) DATE

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#### **EXHIBIT F**

## IGA BETWEEN MICTED and HUMBOLDT UNIFIED SCHOOL DISTRICT FOR MICTED CENTRAL CAMPUS PROGRAMS

Satellite District Release of Information Form

STUDENT:	DOB:
The undersigned parent(s) or legal guardian(s) of the above-na Mountain Institute CTED #2 to furnish any and all student record special education records (IEP), grades, transcripts, attendance requested, to:	ds concerning my child, includin
Humboldt Unified School District	
6411 N. Robert Road	
Prescott Valley, AZ 86314 Phone 928-759-4000	
The undersigned parent(s) or legal guardian(s) of the above-na MICTED #2 to furnish any and all student records concerning my enrollment in <u>Bradshaw Mountain High School</u> .	nmed student, hereby authorize child, as necessary for my child's
DISCLOSURE OF THIS INFORMATION IS RECLUATED BY AND OWN	
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZO	NA REVISED STATUTES SECTION
DISCLOSURE OF THIS INFORMATION IS REGULATED BY AND SHALFAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZO 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATION	NA REVISED STATUTES SECTION
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZO	NA REVISED STATUTES SECTION
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZO 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATION	NA REVISED STATUTES SECTION ONS
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZO 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATION	NA REVISED STATUTES SECTION

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#### Exhibit G

#### **Financial Provisions**

Itemize the services to be provided and the amounts to be allocated for funding of that service, indicating the amount the MICTED will contribute to the course and the amount of support required by the Satellite. Itemized services and expenses may include but are not limited to teacher salaries, curriculum, facility usage, utilities, custodial care, and course supplies and equipment.

## A. Financial Provisions for Enhancement of Existing Programs and for New and Emerging Program

Each member district shall be eligible to receive up to 65% of the ADM generated annually in MICTED revenue (M&O and DAA) based upon aggregated ADM as provided by the Arizona Department of Education. Allocated funds will be distributed according to the terms and conditions set forth in this Satellite IGA. Allocated funds shall be budgeted on a current year funding basis as determined by ADE and shall be submitted to MICTED staff for final approval prior as requested by MICTED.

Increases or decreases in Satellite ADM will be adjusted for each District based on the current year funding guidelines established by ADE. Decreases in ADM may be adjusted by MICTED to offset fixed MICTED costs that may not be able to be reduced. Increases in ADM will be allocated by District according to the paragraph above, and will be distributed as part of the final payment allocation for each fiscal year. Increases or decreases in allocated funding shall require the approved expenditure budget for each District to be modified in order to incorporate any funding increases, and shall be approved by the MICTED Board.

#### B. New CTED Programs/ Course Sections offered at Satellite District

MICTED may allocate funding to Satellite District for its direct costs incurred to provide new MICTED Programs/Courses in addition to the MICTED Programs/Courses in effect at Satellite Locations during the year prior to the initial approval of this Agreement, provided however, that program has been approved by MICTED and Satellite District shall submit as part of their annual comprehensive budget to MICTED for review and approval by April 1 of each year.

#### C. Other Possible Funding

MICTED may also allocate additional funding as determined by its Governing Board. Satellite District shall be responsible for budgeting and expenditure of additional funds as agreed to by both Parties. The initial distribution of the additional funding shall be paid by August  $15^{\rm th}$  of each year or as approved by the MICTED Governing Board. The final distribution will be distributed within 30 days of "final" ADM for the current fiscal year.

In addition to budgets indicated above, Satellite District may submit a detailed budget request to MICTED to provide funding to:

- 1. Carry forward of MICTED funding distribution from prior years in excess of 20%.
- Enhance existing CTE programs, provide new technologies, equipment and/or supplies needed to deliver instruction standards and approved curriculums
- 3. Meet program approval requirements as specified by ADE CTE division and the MICTED Governing Board
- 4. offer new MICTED programs and courses as approved by MICTED and ADE
- 5. Support the operations of CTE Student Organizations
- 6. Provide professional development opportunities for CTE instructional staff and CTE support personnel
- 7. Enhance CTE classrooms, laboratories, and other related instructional facilities as approved by MICTED
- 8. Enhance technology systems including connectivity, hardware, software and related supplies needed to deliver state standards or to meet industry certification requirements.
- 9. Other expenditures as approved by the MICTED staff and Board.

#### D. Limitations on Certain Expenditures.

Notwithstanding any other provision herein, MICTED funding for all personnel costs shall not exceed 60% of the total funding unless agreed to by MICTED. Funds should be allocated based on priorities established by the MICTED and shall ensure that all instructional costs associated with the delivery of classroom / laboratory standards are provided.

#### E. Satellite ADM Adjustments

- 1. Satellite Districts shall manage and ensure accurate enrollment of satellite students in Central Campus Programs and provide notification of withdrawal from a program as outlined in Section (4)(F)(2) above.
- 2. Students who withdraw from a Central Campus program after the drop/add period for college courses will result in tuition charged back to the Satellite District.
- 3. Satellite District may request that MICTED pay for certain materials, services and trainings that would be adjusted against the ADM allocation for the member district.

#### F. New Program - Instructional Staffing

To the extent MICTED funding is maintained at levels equal to or above the prior fiscal year, MICTED will maintain funding allocations for instructional staff positions created as a result of program additions that have occurred after the Base year as defined in ARS § 15.393(U)(1), and approved by ADE and the MICTED Governing Board. Instruction staffing positions shall be included in annual site budgets provided by Satellite District in accordance with 2(C) above.

#### G. Management of CTED Satellite Programs

Notwithstanding any other provision herein, MICTED at is sole discretion shall maintain oversite of Satellite Program pursuant to ARS § 15.393. MICTED oversite shall include but not be limited to the following:

- 1. Course Offerings;
- 2. Sequence of Courses;
- 3. Course Curriculum and Assessments including textbooks and necessary supplies;
- 4. Required Equipment, Technology, Uniforms and Required Safety Equipment;
- 5. Program Marketing and Recruitment Activities;
- 6. Program Assessments and Industry Certifications; and
- 7. CTSO Activities, Travel, and related activities.

# CONSENT Item 70.

## Southwest Behavioral & Health Services IGA

#### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # 7 ©

FROM: Cole Young, Assistant Superintendent - Operations Reading

DATE: June 9, 2020 Discuss

SUBJECT: School-Based Counseling Services IGA Renewal Action

Consent X

OBJECTIVE: Goal 1: Student Achievement

Goal 2: Planning for Future Student Needs

#### **SUPPORTING DATA**

This is a renewal of the IGA approved by the Board in 2018 when Southwest Behavioral & Health Services (SBH) along with Yavapai County Education Service Agency (YCESA) were willing to partner with Glassford Hill Middle School to offer school-based counseling services for students during the 2018-19 school year. This program was housed at Glassford Hill by providing an in kind donation of an office for the full-time clinician provided. Southwest Behavioral employed and compensated one licensed clinician (Bachelor or Doctoral level) to provide school-based counseling services to all students at Glassford Hill Middle School.

Funding is provided by students' private insurance, ACCESS, sliding fee scale and grants from YCESA. Parents will be contacted prior to any students receiving initial services.

Glassford Hill continues to believe collaboration with Southwest Behavioral & Health Services will aid in their students' social emotional health allowing our students to fully access their education opportunities.

#### **SUMMARY & RECOMMENDATION**

Southwest Behavioral & Health Services and YCESA are offering to fund school-based counseling services for the 2020-21 school year at Glassford Hill Middle School. Glassford Hill will provide an inkind donation of an office space and house the program. All Glassford Hill students will be eligible for the school-based counseling services. Payment will be made through student's private insurance, ACCESS and a sliding fee scale.

The terms and conditions of this IGA have not been changed from its initial approval a year ago.

#### Sample Motion

I motion that the school-based counseling services at Glassford Hill Middle School be approved for the 2020-21 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Beth Denman 928-759-4607 or 806-215-1679, or Cole Young, Assistant Superintendent - Operations 928-759-4000



#### MEMORANDUM OF UNDERSTANDING

Contract # 1336

Humboldt Unified School District (herein "District") and Southwest Behavioral Health Services, Inc. dba Southwest Behavioral & Health Services, an Arizona nonprofit corporation (herein "SBH") hereby agree to the following Terms and Conditions:

1. **PURPOSE.** This Agreement supports SBH's desire to provide mental health services, substance abuse counseling, and parenting skills training, including individual, group, family counseling services (herein "Services") to students and families within the District.

#### 2. SBH AGREES TO:

- A. Make Services available on school campuses for students who are enrolled in SBH Services.
- B. Support teachers and school personnel in identifying students and families who are in need of behavioral health services.
- C. Provide Services to students and families who are either eligible or ineligible for Arizona Health Care Cost Containment System (herein "AHCCCS") coverage.
- D. Assist families with enrollment for AHCCCS.
- E. Provide Services to students and families who will pay for Services out-of-pocket (herein "Private Pay"). Students and families receiving Private Pay Services will sign a Private Pay Agreement with SBH. The Rate Schedule for Private Pay is outlined in Exhibit A.
- F. Work in collaboration with families, teachers, and school personnel to aid students and families in reaching their service plan goals.
- G. Upon request, provide updates to School Administration and Board regarding the progress and impact of programs and Services.

#### 3. DISTRICT AGREES TO:

- A. Provide adequate office and classroom space in order for SBH to effectively administer programs and Services.
- B. Work in collaboration with SBH to aid students and families in reaching their service plan goals.
- 4. **TERM.** The term of this Agreement shall be from **June 1, 2020** through **May 31, 2021**. This Agreement is not subject to automatic renewal.
- **TERMINATION.** Either party may, at any time and without defaulting on this Agreement, terminate in whole, or any part, this Agreement for convenience by providing a thirty (30) day written notice to the other party.
- 6. **RELATIONSHIP BETWEEN PARTIES.** SBH and District are independent entities. No relationship of employer-employee exists between SBH, District, and their agents. The Parties understand and agree that they shall not in any manner represent or hold out as acting or being authorized to act on behalf of the other Party. SBH and District will retain exclusive control of their respective employees.
- 77. **INSURANCE.** The District and SBH shall maintain insurance to cover its operations and properties throughout the term of this Agreement. Any insurance maintained by SBH will apply in excess of, and not contribute to, insurance maintained by the District. SBH shall provide District with proof of liability insurance.

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- 8. **CONFIDENTIALITY.** During the execution of this Agreement, the Parties may gain access, gain exposure, or acquire confidential information of clients (herein referred to as "Confidential Information").
  - A. Confidentiality Obligations. The Parties, including their employees, agents, or representatives shall (i) not disclose to any third party the Confidential Information acquired during the execution of this Agreement, unless otherwise permitted by this Agreement, (ii) only permit use of the Confidential Information by employees, agents, and representatives who need the Confidential Information to complete performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep the Confidential Information private. The Parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes and regulations pertaining to the confidentiality of client records or information.
  - B. **Confidentiality Exception.** The Parties shall not use or disclose any Confidential Information for any purpose not associated with the Parties' responsibilities under this Agreement, unless the Party receives written consent from the client, client's attorney, or legal guardian.
- 9. INDEMNIFICATION. Each Party to this Agreement shall hold harmless, and indemnify the other Party and its directors, officers, agents, sub-contractors, employees and volunteers against any and all losses, liabilities, damages, injuries, claims, suits, demands and legal proceedings including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees, unless awarded by a court of competent jurisdiction, arising out of or in connection with the intentional, willful, wanton, reckless or negligent conduct arising from or to the extent alleged to be in connection with the Services to any Indemnified Party and any third party. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Any claim involving contributory negligence shall be handled so that each party is responsible and liable for its share of the damages and defense cost associated therewith, in proportion to its share of negligence.
- 10. NOTICES. Unless otherwise provided for in this Agreement, notices shall be provided in writing. Notices may be made in electronic or hard copy format, so long as the specified guidelines are followed.
  - A. **Electronic Notices.** Electronic notices must be sent via electronic mail. Notice is deemed given when the notice is sent. Electronic notices to SBH shall be sent to: contracts@sbhservices.org. Electronic notices to District shall be sent to: Daniel.streeter@humboldtunified.com.
  - B. Hard Copy Notices. Hard copies notices must be sent by registered or certified mail with delivery confirmation. Notice is deemed given upon confirmed delivery. Notices to SBH shall be sent to: Southwest Behavioral Health Services, Inc.; 3450 North 3rd Street, Phoenix, AZ 85012; Attention: Contracts Department. Notice to District shall be sent to: Humboldt Unified School District; 6411 N. Robert Road, Prescott Valley, AZ 86315; Attention: Daniel Streeter, Superintendent.
- 11. GOVERNING LAW AND VENUE. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Arizona. The venue for any legal action arising out of this Agreement shall be held in a court of competent jurisdiction in Maricopa County in the State of Arizona.
- 12. **COMPLIANCE WITH LAW.** The Parties agree that this Agreement shall, at all times, comply with applicable local, State, and Federal law.
  - A. **Equal Opportunity Affirmative Action.** SBH shall not maintain or provide racially segregated facilities at any establishment under its control. SBH agrees to comply with all applicable State and Federal Equal Opportunity, immigration, and affirmative action requirements.
  - B. Nondiscrimination. The Parties shall comply with Tile VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or

- advancement of employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- C. Fingerprinting. District will have, at all times, a complete and accurate written list of all employees and agents of SBH who will be provided access to District sites on a regular basis under this Agreement; SBH will be required to have a completed fingerprint clearance card in accordance with A.R.S. § 15-512(H), and a criminal background check for each person granted access to District sites on an intermittent basis; and SBH will ensure that its employees and agents follow guest or visitor rules at District sites
- D. Workers' Compensation. An employee of either Party shall be deemed an "employee" of both Parties while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form: All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or Contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
- E. Changes in Law. If prior to the expiration of the term of this Agreement, applicable Federal, State, or local laws are enacted and affect either Party's performance or ability to perform under this Agreement, then the Parties may modify this Agreement within thirty (30) days after the legislation is effective.
- F. **Appropriations.** If during the term of this Agreement, a regulatory body, including the Arizona Department of Behavioral Health Services and/or Human Services, Arizona Health Care Cost Containment System (AHCCCS), Regional Behavioral Health Authority, other funding sources, or the Internal Revenue Service determines that this Agreement is illegal, jeopardizes SBH's tax exempt status, or otherwise materially affects SBH's business, the applicable provisions of this Agreement shall be deemed null and void.
- G. Severability. If any of the provisions contained in this Agreement are deemed invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that it is invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect.
- 13. DISPUTE RESOLUTION. Any claim or controversy arising out of this Agreement will be resolved, to the fullest extent possible and in accordance with the law through informal meetings and discussions held in good faith between appropriate representatives of the parties. Any remaining claim or controversy will be resolved through mediation. Either party may initiate mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator. The parties agree they will participate in the mediation in good faith. Each party will bear its own costs and expenses, including its own attorneys' fees. Each party will bear an equal share of the mediator's fees and any administrative mediation costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator made during mediation, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- **14. WAIVER.** No delay or failure to exercise any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default.
- 15. NO PUBLICITY. The Parties shall not advertise, publish or disclose to any third party or use any trademarks or trade names in any press release, promotional materials, advertisements, without a written consent signed by all Parties

16.	ASSIGNMENT.	This Agreement sl	hall not be	e assigned	in whole	or in p	part by	any of t	he Parties	without the
	express, written	consent of all Parti	ies.							

- 17. ENTIRETY. This Agreement contains the entire contract between the Parties. All prior negotiations between the Parties are merged into this Agreement. There are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by all Parties.
- **18. SIGNATURE AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Southwest Benavioral Health Services, Inc.	Humboldt Unified Schoo	I District
Signature	Signature	
Printed Name	Daniel Streeter Printed Name	
Title Date	Superintendent Title	Date



**EXHIBIT A**Southwest Behavioral Health Services, Inc. <u>SELF PAY FEE AGREEMENT</u>

Consumer Name:

I understand that my full fee payment is due and payable at the time of service, even if I have insurance, and acknowledge that I am responsible for any and all charges for services received. I understand that by choosing to self-pay for services, I have waived my right to have the services billed to my insurance company and Southwest Behavioral Health Services will not provide me with a superbill of self-pay services rendered. I further agree to pay a \$25 fee FOR APPOINTMENTS MISSED OR CANCELLED WITHOUT A 24-HOUR NOTICE. I understand that payments are due at time of service with cash, credit/debit card, cashier's check or money order (NO personal checks will be accepted). I also understand that any medications that may be prescribed are my full financial responsibility.

#### **Self-Pay Rates**

Description	Billing Frequency	Private Pay Rate
Initial Intake/Assessment	Per visit	\$200.00
Individual Counseling	Per hour	\$100.00
Family Counseling/Family Coaching	Per hour	\$100.00
Group Counseling	Per hour	\$25.00
Psychological Testing/ Evaluation	Per visit (2 hours)	\$200.00

Description	Billing Frequency	Private Pay Rate
Psychiatric Evaluation	Per visit (1 hours)	\$250.00
Medication Monitoring	Per visit (20 to 30 min)	\$100.00
Case Management	Per 30 min	\$25.00
Health Promotion	Per hour	\$25.00
Vocational Services (on site)	Per hour	\$25.00

#### Sliding Fee Schedule

Poverty Level*	0 - 100 %		101 - 125 %		126 150 %		151 - 175 %		176 - 200 %	
Percent										
ોiscount	100% Discount		80% Discount		60% Discount		40% Discount		20% Discount	
hamily Size	e Minimum Fee		20% Pay		40% Pay		60% Pay		80% Pay	
1	\$0	\$12,760	\$12,761	\$15,950	\$15,951	\$19,140	\$19,141	\$22,330	\$22,331	\$25,520
2	\$0	\$17,240	\$17,241	\$21,550	\$21,551	\$25,860	\$25,861	\$30,170	\$30,171	\$34,480
3	\$0	\$21,720	\$21,721	\$27,150	\$27,151	\$32,580	\$32,581	\$38,010	\$38,011	\$43,440
4	\$0	\$26,200	\$25,201	\$32,750	\$32,751	\$39,300	\$39,301	\$45,850	\$45,851	\$52,400
5	\$0	\$30,680	\$30,681	\$38,350	\$38,351	\$46,020	\$46,021	\$53,690	\$53,691	\$61,360
6	\$0	\$35,160	\$35,161	\$43,950	\$43,951	\$52,740	\$52,741	\$61,530	\$61,531	\$70,320
7	\$0	\$39,640	\$39,641	\$49,550	\$49,551	\$59,460	\$59,461	\$69,370	\$69,371	\$79,280
8	\$0	\$44,120	\$44,121	\$55,150	\$55,151	\$66,180	\$66,181	\$77,210	\$77,211	\$88,240
For Each										
Additional				\$4,480						
person, add					vel Guidelines (ht					

	Qualifying Discount (check one): 100%	□ 80%	□ 60%	<u>40%</u>	20%	None	
Clier	nt or Parent/Guardian Name (print):		******				
Sign	ature:			Dar	te:		<del></del>
	ess: (Staff Name/Signature)			Da	te:		

# CONSENT Item 7P.

Yavapai College IGA

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

Item# 7 P TO: Humboldt Unified School District Governing Board FROM: Dr. Rob Bueche, Executive Director of Federal Reading Programs/Educational Services DATE: June 9, 2020 Discuss SUBJECT: Request for approval of Intergovernmental Agreement (IGA) Action with Yavapai College Consent **OBJECTIVE:** Goal #1: To Raise the Level of Student Achievement

#### **SUPPORTING DATA:**

Attached is the 2020-2021 Intergovernmental Agreement (IGA) between Yavapai College and Humboldt Unified School District for dual credit courses offered at Bradshaw Mountain High School.

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

There are no changes from the previous IGA, with the exception of the length being extended to a twoyear agreement

The IGA has been approved by district legal counsel.

#### **SUMMARY & RECOMMENDATION:**

The administration recommends the approval of the IGA between Yavapai College and Humboldt Unified School District for the 2020-2021 and 2021-2022 school year.

#### Sample Motion:

I move to approve the IGA with Yavapai College for the offering of dual credit courses at Bradshaw Mountain High School for the 2020-2021 and 2021-2022 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

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

#### BACKGROUND

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

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

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

#### **AGREEMENT**

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

#### 1. PURPOSE

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

#### 2. **DEFINITION**

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

#### 3. EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be from the Effective Date through June 30, 2022 ("Term").

#### 4. OBLIGATIONS OF COLLEGE

#### 4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
  - 1. of a quality and depth to qualify for college credit, as determined by College;
  - 2. evaluated and approved through the College curriculum approval process;
  - 3. at a higher level than taught by the School District high school;
  - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
  - 5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually by College.

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.
- D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 et seq.
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

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

#### 4.2 Instructors and Instruction

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

#### 4.3 Assessment and Monitoring

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

#### 4.4 Policy and Procedure

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

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

#### 4.5 Students with Disabilities

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

#### 4.6 Reporting

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

#### 5. OBLIGATIONS OF SCHOOL DISTRICT

#### 5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

#### 5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

#### 5.3 Assessment and Monitoring

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

#### 5.4 Policy and Procedure

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

- 1. has completed the necessary College admissions and registration process;
- 2. has completed College assessment examinations, if required by College;
- 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
- 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
- 5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### 5.5 Students with Disabilities

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

#### 5.6 Reporting

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

#### 5.7 Facilities and Funding

- A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.
- B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

#### 6. MUTUAL AGREEMENTS

#### 6.1 Instructor

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

#### 6.2 Students

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

#### 6.3 Removal from Course

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

#### 6.4 Schedule and Number of Students

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

#### 6.5 Availability of Instructors

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

#### 6.6 Guidelines

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

#### 6.7 Rigor of Courses

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

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

#### 7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated annually by College.

#### 7.2 Supplies

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

#### 7.3 Tuition

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

#### 7.4 Billing Format

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

#### 7.5 Manner of Financing

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

#### 8. RECORDS

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

#### 9. CONFIDENTIALITY

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

#### 10. TERMINATION/DISPOSITION OF PROPERTY

#### 10.1 Termination

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

#### 10.2 No Relief from Obligations

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

#### 10.3 Disposition of Property

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

#### 11. RESPONSIBILITY

#### 11.1 Conduct of Operations

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

#### 11.2 Indemnification

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

#### 12. CANCELLATION FOR CONFLICT OF INTEREST

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

#### 13. NON-ASSIGNABILITY

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

#### 14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

#### 15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

#### 16. ENTIRE AGREEMENT

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

#### 17. INVALIDITY OF PART OF THE AGREEMENT

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

#### 18. GOVERNING LAW

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

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

#### 19. NOTICE

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

#### 20. LEGALWORKER REQUIREMENT

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

#### 21. WORKERS COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

#### If to College:

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

#### If to School District:

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

COLLEGE

SCHOOL DISTRICT

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

By: Title:

5.12-2020

Date

Date

#### REVIEWED AND APPROVED AS TO FORM

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

Title: Afturney
Counsel for Yavapai County Community

College District

Dated:

Title: ATTORN EY
Counsel for Humbol Or UniFied School

District

Dated:

#### **EXHIBIT A**

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### **COURSES AND CREDITS**

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

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

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

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

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	H.S. TITLE
Nursing Assistant	AHS 114	5	3	Vallely	20	C.N.A. (Nursing Assistant)
Intro to Computer Networking Technology	CNT 100	3	1	Sanderlin		Computers & Networking
Cybersecurity Principles	CNT 105	3	1	Sanderlin		Cybersecurity Principles
A+ Computer Technician Certification	CNT 110	4	1	Sanderlin		Computers & Networking
Network+: Networking Technologies Cert	CNT 115	4	2	Sanderlin		Computers & Networking
Introduction to Windows Server	CNT 120	3	2	Sanderlin		Computers & Networking
Security+: Implement & Maintain						polimit egolició i frince
Network Security	CNT 135	3	2	Sanderlin		Cybersecurity Principles
College Composition I	ENG 101	3	tien a libraria	Leveron	22	English 101
College Composition II	ENG 102	3	2	Leveron	22	English 102
College Mathematics	MAT 142	3	I	Larson		College Math
Precalculus	<b>MAT 187</b>	5	3	TBD		Pre-Calculus
Beginning Spanish I	SPA 101	4	201 Leuis (-	Van Oss		Spanish 101
Beginning Spanish II	SPA 102	4	2	Van Oss	Marine	Spanish 102

#### **EXHIBIT B**

#### FINANCIAL PROVISIONS

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

Additional directions for completing this form are in italics.

INSTRUCTORS Instructors shall be provided as follows: (Chec	rk the appropriate line)
School District shall provide and pay a College shall provide and pay all instri	ll instructors.
_X_ Each party shall provide and pay for ir	estructors as follows:Yavapai College will provides and Humboldt Unified School District will provide
PAYMENTS TO THE SCHOOL DISTRIC	T
	provides and pays for the instructor, the College shar r credit hour for each properly enrolled student, cap course. (Indicate N/A if there is no cap.)
PAYMENTS OF TUITION AND FEES/COTUITION:	OSTS TO THE COLLEGE
College tuition in non-Dual Enrollment class	ises, except for CNT classes which are \$122 per crees varies based on discipline for in-state students.  Indred Dollars (\$95 to \$200) per credit hour for each out-of-state students based on discipline and the number of state students based on discipline and the number of state students based on discipline and the number of states.
of credit hours in which the student is enrolled to four hundred eighty-two Dollars (\$143 to A.R.S. §15-1802 or A.R.S. §15-1803, or	I. The tuition rates range from one hundred fourty-tiles (\$482) per credit hour for each student who, pursuantoes not qualify for in-state student status.  -2021.html for specific information about tuition rates.
of credit hours in which the student is enrolled to four hundred eighty-two Dollars (\$143 to A.R.S. §15-1802 or A.R.S. §15-1803, ohttps://www.yc.edu/v6/academics/tuition-fees/	l. The tuition rates range from one hundred fourty-the 18482) per credit hour for each student who, pursuant loes not qualify for in-state student status.  -2021.html for specific information about tuition rate, for each, a designation as to whether the School Dis
of credit hours in which the student is enrolled to four hundred eighty-two Dollars (\$143 to A.R.S. §15-1802 or A.R.S. §15-1803, ohttps://www.yc.edu/v6/academics/tuition-fees/ ADDITIONAL FEES AND/OR COSTS: Set out below are additional fees and costs and	l. The tuition rates range from one hundred fourty-the 18482) per credit hour for each student who, pursuant loes not qualify for in-state student status.  -2021.html for specific information about tuition rate, for each, a designation as to whether the School Dis

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

Check the appropriate line:

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

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

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

#### 5. FINANCIAL AID

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

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

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

Payments to be sent to the College:

Yavapai College

Attn: Accounting Manager

1100 E. Sheldon Street

Prescott, AZ 86301

Invoices to be sent to the School District: Humboldt Unified School District #22

Mr. John Pothast, Superintendent

6411 N. Robert Road

Prescott Valley, AZ 86314

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

Amount College received in FTSE in prior academic year: (Specify dollar amount) \$ 5,293.92

Portion of that FTSE distributed to School District: (Specify percentage or dollar amount) \$0

Amount School District returned to College: (Specify percentage or dollar amount)
\$0

# CONSENT Item 7Q.

## **Highlands Center**

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	7	P
FROM:	Candice Stump - Principal, Coyote Springs Elementary School	Reading		
DATE:	June 9, 2020	Discuss		
SUBJECT:	Request for approval to enter into a Memorandum of Understanding (MOU) with the Highlands Center for Natural	Action		
	History for a Native Habitat Program at Coyote Springs Elementary School	Consent	X	
OBJECTIVE:	Goal 1: To Raise the Level of Student Achievement Goal 3: To Increase Parental and Community Engagement			

#### **SUPPORTING DATA:**

The Humboldt Unified School District has had a long-standing relationship with the Highland Center for Natural History and its Native Habitat Program. HUSD already has six habitats (Lake Valley, Coyote Springs, Mountain View, Humboldt and Granville Elementary Schools, Liberty Traditional, and Glassford Hill Middle School).

Coyote Springs Elementary School and the Highlands Center for Natural History wish to enter into an MOU to create a schoolyard habitat that will support kindergarten through sixth grade Arizona Science Standards. This partnership agreement includes the planning and implementation of a school-based curriculum and teacher workshops that integrate in-class learning with a native/indigenous plant habitat garden. The CSES Habitat will be utilizing the Habitat Learning Programs initiated at the elementary schools mentioned previously.

A Highlands Center educational trainer will be included in this project to take leadership and supply coordination for accomplishing established goals.

#### **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the MOU between Coyote Springs Elementary School and the Highland Center.

#### **Sample Motion:**

I move to approve the Memorandum of Understanding between HUSD and the Highlands Center for Natural History for a Native Habitat Program at Coyote Springs Elementary School for school years 2020-2023.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Principal Candice Stump (759-4300)

## THREE YEAR COST SHARE AGREEMENT BETWEEN COYOTE SPRINGS ELEMENTARY SCHOOL AND

#### HIGHLANDS CENTER FOR NATURAL HISTORY

#### Introduction

This understanding is entered into by Coyote Springs Elementary School, hereinafter referred to as "Coyote Springs" and the Highlands Center for Natural History, hereinafter referred to as "Highlands Center", to accomplish mutually beneficial objectives related to developing an ongoing science education program. This partnership agreement includes planning and development of school-based curriculum and teacher workshops that integrate in-class learning with the use of the school's native plant habitat garden. The Coyote Springs program will be drawing from and using materials from the Schoolyard Habitat program first initiated at Coyote Springs Elementary in Prescott Valley (Fall 2005 – Spring 2007), Territorial Elementary School in Chino Valley (Fall 2007 – Spring 2008), Miller Valley School in Prescott (Fall 2008-Spring 2010), Washington Traditional School in Prescott (Fall 2009-Spring 2011), Granville Elementary School in Prescott Valley (Fall 2011-Spring 2013), Lincoln Elementary School in Prescott (Fall 2012-Spring 2014), Mountain View Elementary in Prescott Valley (Fall 2013-Spring 2015) Lake Valley Elementary in Prescott Valley (Fall 2014-Spring 2016) Glassford Hill Middle School in Prescott Valley (Fall 2015-Spring 2017), Abia Judd Elementary in Prescott (Fall 2016-Spring 2018), Mountain Oak Charter School (Fall 2017-Spring 2019), Liberty Traditional School (Fall 2018-Spring 2020), Humboldt Elementary School (Fall 2019-Spring 2021), and Granite Mountain School (Fall 2020-Spring 2022). A part-time Highlands Center educational staff person will be included in this project to take leadership and supply coordination for accomplishing established goals.

The Highlands Center is a private, nonprofit 501(c)(3) corporation. The mission statement is: The Highlands Center for Natural History helps children and adults discover the wonders of nature and become wise caretakers of the land. We believe that everyone has a fundamental need to connect with the natural world. This connection is fostered by the Center through outdoor science education based on observation and discovery of the Central Arizona Highlands.

Coyote Springs's mission is: "Above & Beyond as a team, Coyote Springs Elementary School provides a comprehensive, world-class education for all students by moving beyond the basics and embracing the 5 C's Super Skills for the 21<sup>st</sup> Century; Critical Thinking, Creativity, Collaboration, Communication, and Community Connections"

#### It is mutually agreed that:

- 1. This partnership benefits both parties. It is for the purpose of providing opportunities integral to environmental education, science education, and enriching instruction in the science curriculum through the use of the Coyote Springs's Schoolyard Habitat. This will provide an opportunity to develop an experiential education program designed to bring students of any age to environmental literacy.
- 2. The Coyote Springs campus will be the location for the Schoolyard Habitat program and all corresponding lessons.

- 3. A half-time position will be provided through the Highlands Center, contingent upon available funding.
- 4. Teachers will benefit by being given an opportunity to work one-on-one with personnel from the Highlands Center to develop the skills and knowledge needed to successfully use the supplementary curricula in instruction.
- 5. Students will benefit through opportunities to learn about core science concepts and ecological principles in a tangible way. In addition, the focused, sequential, and cumulative science education program, with use of the Schoolyard Habitat, will provide students with an opportunity to reconnect with the natural world.
- 6. Highlands Center will benefit by retaining partial ownership of the site-based Schoolyard Habitat Program curriculum which can be shared with future partnering schools in Yavapai County.

#### **Coyote Springs will:**

- Establish a separate tax-credit account by August 17, 2020 from which expenses for parttime Highlands Center staff position and other program expenses related to this project will be paid.
- 2. Contribute to costs of materials above what is provided by the Highlands Center for the infrastructure required to support Schoolyard Habitat Program instruction, through tax credit donations, grants, PTO funds, donations or other sources of funding. Infrastructure will include: science instruction materials (compasses, thermometers), gardening materials (rakes, shovels, gloves, seeds, potting soil), office supplies (binders, folders, clipboards), landscape materials and services (plants, drip irrigation), and any other additional materials.
- 3. Help seek additional funding sources and sponsorships, if needed.
- 4. Restore and repurpose a garden featuring plants native to the Central Arizona Highlands designed for the purpose of outdoor hands-on instruction during the two year pilot (2021-2022 and 2022-2023 school years). The restoration and maintenance will be completed through collaboration between school staff, students, parents and Highlands Center staff.
- 5. Provide an office space where the Highlands Center staff has access at the school site to a: desk, computer, printer, copying, and supplies starting May 2021.
- 6. Allow for truck deliveries to be made for landscaping materials of larger quantities during the hours of 8:00am to 4:00pm when school is in session.
- 7. Provide a location near the Habitat space to store landscaping materials of large quantities such as decomposed granite and mulch by March 2021.
- 8. Provide administrative and teacher representation from every grade level at monthly preliminary planning meeting during the 2020-2021 school year and monthly check in meetings for the 2021-2023 school years.
- 9. Encourage faculty participation in curriculum development and learning opportunities, including participation by all science teachers during the 2021-2023 school years.
- 10. Agree to maintain and sustain the Native Habitat program after this agreement ends in the spring of 2023.

#### The Highlands Center will:

1. Encourage members to direct their tax credit contribution toward the Coyote Springs School Schoolyard Habitat Program. The Highlands Center anticipates at least \$36,000

in tax credit contributions will be directed toward the Coyote Springs Schoolyard Habitat to be used primarily for Highlands Center staff expenses during the 2021-2023 school years. If donations from members and friends toward the program do not meet this amount, Highlands Center staff and the Coyote Springs principal will meet to negotiate the scope of the program and changes will be detailed in a revised Cost Share Agreement. If money raised is over this amount Highlands Center staff and the Coyote Springs principal will jointly determine the best allocation of the funds to support the Habitat program at the school.

- 2. Participate in monthly preliminary planning meetings during the 2020-2021 school year, and monthly check in meetings for the 2021-2022 and 2022-2023 school years.
- 3. Provide a half-time staff position to manage this project. This staff person will begin consulting directly with Coyote Springs on September 1, 2020. Beginning in August 2021 the staff person will be on-site at the school as a half-time instructor. Duties will include materials setup, lesson implementation and training of all staff and teachers on the infrastructure of the Schoolyard Habitat Curriculum for the 2021-2022 and 2022-2023 school years.
- 4. Help seek additional funding sources and sponsorships.
- 5. This instrument in no way restricts the Highlands Center from participating in similar activities with other public or private schools.
- 6. Ensure that it is understood that the Habitat Coordinator and any other Highlands Center staff that will be at Coyote Springs is not an employee of Coyote Springs and will abide by all Coyote Springs policies and procedures and require a level three finger print clearance card.

#### **Payment Structure**

Tax credit monies secured specifically for the Coyote Springs Schoolyard Habitat during the 2020-2021 schoolyear will be deposited within Coyote Springs Elementary School in an account specified as Coyote Springs Elementary School Schoolyard Habitat. From this account, funds will be dispersed upon receipt of invoices to the Highlands Center for personnel expenses of the shared half-time employee. These expenses include: Highland Staff member time and additional fees for maintenance supplies.

The funds will be dispersed in the following manner: Beginning in August 2021, The Highlands Center will send Coyote Springs a monthly invoice for the agreed upon amount (based upon the success of fundraising efforts) to support the half-time staff person (estimate \$18,000 per school year). Payments for each school year will be billed over 10 equalize payments. Coyote Springs will send payment to the Highlands Center within 30 days of receiving the invoice. If the bill is not paid within 30 days from the date printed on the invoice, all services from the Highlands Center will be suspended until payment is received.

This agreement is initiated on the date signed below and expires on June 30, 2023. The terms of the partnership will be reviewed annually and can be modified with the consent of both parties. At the completion of the agreement Coyote Springs will have fully implemented the Schoolyard Habitat Curriculum and Highland Center Staff will no longer be regularly on campus.

The principal contacts for this agreement are:

Dan Streeter Superintendent Humboldt Unified School District 6411 N. Robert Road Prescott Valley, AZ 86414 Candice Blakely Stump Principal Coyote Springs Elementary School 6625 N Cattletrack Dr. Prescott Valley, AZ 86314 Dave Irvine Executive Director Highlands Center 1375 S. Walker Rd. Prescott, AZ 86303

We have read the foregoing and agree to accept the provisions herein:

Dan Streeter, Superintendent Humboldt Unified School District	Date
Candice Blakely Stump, Principal Coyote Springs Elementary School	Date
Dave Irvine, Executive Director Highlands Center for Natural History	Date

Rev. 4-27-2020

# CONSENT Item 7R.

AVID

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

Item# TO: Humboldt Unified School District Governing Board FROM: Dr. Rob Bueche, Executive Director-Federal Reading Programs/Educational Services DATE: June 9, 2020 Discuss SUBJECT: Agreement renewal between HUSD and Advancement Via Action Individual Determination (AVID) Consent X

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

#### **SUPPORTING DATA**

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

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

This initial agreement was reviewed and approved by legal counsel.

#### **SUMMARY & RECOMMENDATION**

It is the recommendation that the Governing Board approve the agreement with AVID for the 2020-2021 school year.

#### **Sample Motion**

I move to approve the AVID contract for Bradshaw Mountain High School for the 2020-2021 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

### **AVID Center**

### Products and Services Quote/Order



Quote/Order #: Q-79482

**Client: Humboldt Unified School District** 

Address: 6411 N Robert Rd Prescott Vly, AZ 86314

Effective Date: July 01, 2020

**AVID Center Representative: Joni Guerrero** 

Phone: (303) 436-2202 Email: jguerrero@avid.org

Expiration Date: June 30, 2021

District P	roducts			
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 1	\$9,000.00	\$3,000.00	\$6,000.00
		District Produc	District Products SUBTOTAL:	

Bradshav	v Mountain High School			
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
	Bra	adshaw Mountain High School SUBTOTAL:		\$4,679.00

TOTAL: \$10,679.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

#### **Additional Comments:**

N/A

2020 - 2021 Humboldt Unified School District Drafted: 05/12/2020

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Humboldt Unified School District
Cidnotuus			
Signature:		Signature:	
Print		Print	
Name:		Name:	the same three where the
		Email Address	robert.bueche@humboldtunified.com
Title:		Title:	
Date:		Date:	
	AVID Center	-	
	9797 Aero Drive, Suite 100		
	San Diego, CA 92123		
	Employer ID # 22 0E20E04		

#### Exhibit "A"

#### **AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

- Article I. <u>Definitions</u>. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:
- 1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.
- 1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.
- 1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.
- 1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <a href="https://www.avid.org/Page/3290">https://www.avid.org/Page/3290</a>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference,
- 1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.
- 1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.
- 1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.
- 1.8. "Student Data" shall mean individual student academic and disciplinary data.

#### Article II. Term.

2.1. <u>Term.</u> The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

#### Article III. <u>Licenses</u>.

#### 3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

- (b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.
- 3.2 <u>Restrictions.</u> Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:
- (a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;
- (b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site:
- (c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;
- (d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;
- (e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;
- (f) Modify or create derivative works of any AVID Products and Services or AVID Materials;
- (g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

2020 - 2021 Humboldt Unified School District Drafted: 05/12/2020

- (h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenuegenerating purposes; or
- (i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

#### **AVID Trademarks.**

- (a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or **AVID Member Sites to promote the AVID Products and Services** implemented at such AVID Member Sites.
- (b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the **AVID Trademarks.**
- (c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.
- (d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."
- (e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.
- Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

Equitable Relief. Client acknowledges and 3.5 agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

#### Article IV. Client's Obligations.

- Infringement by Third Parties. Client shall notify 4.1. AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.
- Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the **AVID Products and Services.**
- Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center, Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA), AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

#### **Proprietary Information.**

- (a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.
- (b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site. publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Notwithstanding Section 4.4(a), Client may Information. disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

#### Article V. Compensation.

- 5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.
- 5.2. <u>Taxes</u>. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.
- 5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

### Article VI. <u>Representations and Warranties;</u> Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

#### 6.2. Warranty Disclaimer.

- (a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

#### Article VII. <u>Limitation of Liability</u>.

- 7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.
- 7.2. <u>Maximum Liability</u>. NOTHWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIAIBLITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### Article VIII. Termination.

- 8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.
- 8.2. <u>By Client</u>. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.
- 8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.
- 8.4. <u>Survival</u>. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

#### Article IX. General Provisions

- 9.1. <u>Independent Contractors</u>. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 9.2. <u>Cumulative Remedies</u>. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.
- 9.3. <u>Governing Law/Venue</u>. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

#### 9.4. Dispute Resolution.

- (a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- (b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
- 9.5. <u>Attorneys' Fees</u>. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.
- 9.6. <u>Force Majeure.</u> Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.
- 9.7. <u>Severability</u>. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.
- 9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

- 9.9. <u>Waiver</u>. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.
- 9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).
- 9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.
- 9.12. <u>Amendment</u>. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.
- 9.13. <u>Headings; Construction</u>. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.
- 9.15. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

# CONSENT Item 7S.

### Authorization to Execute Warrants

#### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # 7 S

FROM: Roger Studley, Finance Director Reading

DATE: June 9, 2020 Discuss

SUBJECT: Execution of Warrants between Governing Board Action

Meetings.

OBJECTIVE: Board Governance

#### **SUPPORTING DATA:**

See attached form from Yavapai County Education Agency.

#### **SUMMARY & RECOMMENDATION:**

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

It is recommended that the Governing Board approve the resolution.

#### Sample Motion:

I move to approve the resolution to authorize the Board to sign payroll and accounts payable vouchers between Board meetings for fiscal year 2020-21.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Consent

Questions should be directed to: Roger Studley, Finance Director 759-4000

### PAYMENT PROCEDURES 2020-21

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

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

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

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

This resolution was moved, seconded, and passed at a meeting of the Humboldt Unified SD Governing Board on June 9, 2020.

ATTEST:		
President		

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# CONSENT Item 7T.

Revised Admin Salary Schedules / Job Descriptions

#### **HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:

Humboldt Unified School District Governing Board

Item #

1 T

FROM:

Cole Young, Assistant Superintendent - Operations

Reading

DATE:

June 9, 2020

**Discuss** 

Action

SUBJECT:

Approval of the Administrative Salary Schedules for the 2020-

2021 School Year

Consent X

**OBJECTIVE:** 

Goal #4: To Attract and Retain Highly Effective Employees

#### **SUPPORTING DATA**

After completing the administrative hiring for the 2020-2021 school year, it was then necessary to adjust the previously Board approved administrative salary schedules, due to the certification requirements of the positions being filled.

It is the recommendation of the administration to delete the position and Assistant Superintendent - Operations Salary schedule for the 2020-2021 school year. The Executive Director of Educational Services would also be eliminated for the administrative salary schedule document. It is also recommended to change the title of the Executive Director of Federal Programs/ School Improvement schedule to Executive Director of Federal Programs/ Educational Services. Only the title of the position would change, no monetary adjustment would be made, making this a budget neutral adjustment with the savings embedded in the elimination of the Executive of Educational Services position. It is also requested to add the salary schedule of the Executive Director of Operations, matching the monetary value to that of the Executive Director of Federal Programs/ Educational Services schedule. Due to the deletion of the Assistant Superintendent position and salary schedule, there are potential savings to the budget based on the addition of the reduced salary schedule of the Executive Director of Operations.

#### **SUMMARY & RECOMMENDATION**

The administration recommends the aforementioned changes to administrative salary schedules for the 2020-2021 school year.

#### **Sample Motion**

I move to accept the Administrative Salary schedules for the 2020-2021 school year.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

#### **Humboldt Unified School District #22**

#### 2020-2021 ADMINISTRATIVE SALARY SCHEDULE w/ 5%

All positions are 12 month positions, unless otherwise noted. Contracts may be pro-rated if shorter than normal.

Proposed: 6/9/2020

HIGH SCHOOL PRINCIPAL (12 MONTH)

HIGH SCHOOL ASSISTANT PRINCIPAL (11 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$91,909	\$92,787	\$93,372	\$93,957	\$94,542
Step 2	38 087	\$94,643	\$95,239	\$95,836	\$96,433
Step 3	1 155 - 1849	\$96,498	\$97,107	\$97,715	\$98,324
Step 4	9 105 146	\$98,354	\$98,974	\$99,594	\$100,214
Step 5	PISS FOR	\$100,210	\$100,842	\$101,473	\$102,105
Step 6		\$102,066	\$102,709	\$103,353	\$103,996
Step 7		\$103,921	\$104,576	\$105,232	\$105,887
Step 8		\$105,777	\$106,444	\$107,111	\$107,778
Step 9	n march 1	\$107,633	\$108,311	\$108,990	\$109,669
Step 10	111 138	\$109,488	\$110,179	\$110,869	\$111,559
Step 11	S 25 000	\$111,344	\$112,046	\$112,748	\$113,450

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$68,041	\$68,919	\$69,504	\$70,089	\$70,674
Step 2		\$70,297	\$70,894	\$71,491	\$72,087
Step 3	100	\$71,676	\$72,284	\$72,892	\$73,501
Step 4		\$73,054	\$73,674	\$74,294	\$74,914
Step 5	1000	\$74,432	\$75,064	\$75,696	\$76,328
Step 6	- marine	\$75,811	\$76,454	\$77,098	\$77,741
Step 7	(1.114097441)	\$77,189	\$77,844	\$78,500	\$79,155
Step 8	1000	\$78,567	\$79,234	\$79,901	\$80,568
Step 9		\$79,946	\$80,624	\$81,303	\$81,982
Step 10		\$81,324	\$82,015	\$82,705	\$83,395
Step 11		\$82,703	\$83,405	\$84,107	\$84,809

MIDDLE SCHOOL PRINCIPAL (12 MONTH)

MIDDLE SCHOOL ASSISTANT PRINCIPAL (11 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$77,589	\$78,466	\$79,051	\$79,636	\$80,221
Step 2	The state	\$80,035	\$80,632	\$81,229	\$81,825
Step 3		\$81,605	\$82,213	\$82,821	\$83,430
Step 4	188	\$83,174	\$83,794	\$84,414	\$85,034
Step 5	FR - 800	\$84,743	\$85,375	\$86,007	\$86,639
Step 6		\$86,313	\$86,956	\$87,600	\$88,243
Step 7		\$87,882	\$88,537	\$89,192	\$89,848
Step 8		\$89,451	\$90,118	\$90,785	\$91,452
Step 9	COC D	\$91,021	\$91,699	\$92,378	\$93,056
Step 10	105 SIV	\$92,590	\$93,280	\$93,971	\$94,661
ep 11	198 750	\$94,159	\$94,861	\$95,563	\$96.265

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$64,461	\$65,339	\$65,924	\$66,509	\$67,094
Step 2	100	\$66,645	\$67,242	\$67,839	\$68,436
Step 3	7 700 1000	\$67,952	\$68,561	\$69,169	\$69,777
Step 4		\$69,259	\$69,879	\$70,499	\$71,119
Step 5	E SES LAI	\$70,566	\$71,198	\$71,829	\$72,461
Step 6		\$71,873	\$72,516	\$73,160	\$73,803
Step 7		\$73,179	\$73,834	\$74,490	\$75,145
Step 8		\$74,486	\$75,153	\$75,820	\$76,487
Step 9		\$75,793	\$76,471	\$77,150	\$77,829
Step 10	108 811	\$77,100	\$77,790	\$78,480	\$79,171
Step 11	A SEC	\$78,406	\$79,108	\$79,810	\$80,512

**ELEMENTARY SCHOOL PRINCIPAL (12 MONTH)** 

ELEMENTARY SCHOOL PRINCIPAL (12 MONTH: <400 Students)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$74,008	\$74,886	\$75,471	\$76,056	\$76,641
Step 2	TE BBE	\$76,384	\$76,980	\$77,577	\$78,174
Step 3	The Life	\$77,881	\$78,490	\$79,098	\$79,706
Step 4	126 1370	\$79,379	\$79,999	\$80,619	\$81,239
Step 5	1,525 -190	\$80,877	\$81,509	\$82,140	\$82,772
Step 6		\$82,374	\$83,018	\$83,661	\$84,305
Step 7		\$83,872	\$84,527	\$85,183	\$85,838
Step 8		\$85,370	\$86,037	\$86,704	\$87,371
Step 9		\$86,868	\$87,546	\$88,225	\$88,903
Step 10		\$88,365	\$89,056	\$89,746	\$90,436
Step 11		\$89,863	\$90,565	\$91,267	\$91,969

- 63	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$64,276	\$72,499	\$73,084	\$73,669	\$74,254
Step 2	1,48 1,1961	\$73,949	\$74,546	\$75,142	\$75,739
Step 3	TYE LSC	\$75,399	\$76,007	\$76,616	\$77,224
Step 4	28 120	\$76,849	\$77,469	\$78,089	\$78,709
Step 5		\$78,299	\$78,931	\$79,563	\$80,194
Step 6	1	\$79,749	\$80,392	\$81,036	\$81,679
Step 7		\$81,199	\$81,854	\$82,509	\$83,165
Step 8	Maria and a	\$82,649	\$83,316	\$83,983	\$84,650
Step 9	HDCA!	\$84,099	\$84,777	\$85,456	\$86,135
Step 10	100	\$85,549	\$86,239	\$86,929	\$87,620
Step 11	158- 158	\$86,999	\$87,701	\$88,403	\$89,105

EXECUTIVE DIRECTOR OF FINANCE & OPERATIONS (12 MONTH)

EXECUTIVE DIRECTOR OF SPECIAL EDUCATION SERVICES (12 MONTH)

	Base	MA	MA+30	MA+60	Doctorate	
Step 1	\$89,523	\$90,400	\$90,985	\$91,570	\$92,155	'
Step 2	\$91,313	\$92,208	\$92,805	\$93,401	\$93,998	
Step 3	\$93,103	\$94,016	\$94,624	\$95,233	\$95,841	
Step 4	\$94,894	\$95,824	\$96,444	\$97,064	\$97,684	
Step 5	\$96,684	\$97,632	\$98,264	\$98,896	\$99,527	
Step 6	\$98,475	\$99,440	\$100,084	\$100,727	\$101,371	
Step 7	\$100,265	\$101,248	\$101,903	\$102,558	\$103,214	
Step 8	\$102,056	\$103,056	\$103,723	\$104,390	\$105,057	
Step 9	\$103,846	\$104,864	\$105,543	\$106,221	\$106,900	
Step 10	\$105,637	\$106,672	\$107,362	\$108,053	\$108,743	
эр 11	\$107,427	\$108,480	\$109,182	\$109,884	\$110,586	
1						

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$84,749	\$85,626	\$86,211	\$86,796	\$87,381
Step 2	100	\$87,339	\$87,936	\$88,532	\$89,129
Step 3	Se Since	\$89,052	\$89,660	\$90,268	\$90,877
Step 4		\$90,764	\$91,384	\$92,004	\$92,624
Step 5	FAS. 100	\$92,477	\$93,108	\$93,740	\$94,372
Step 6	100	\$94,189	\$94,833	\$95,476	\$96,120
Step 7	hgrovano	\$95,902	\$96,557	\$97,212	\$97,867
Step 8	1 17 w ce (a)	\$97,614	\$98,281	\$98,948	\$99,615
Step 9		\$99,327	\$100,005	\$100,684	\$101,362
Step 10	resign occurs	\$101,039	\$101,730	\$102,420	\$103,110
Step 11		\$102,752	\$103,454	\$104,156	\$104,858

#### **EXECUTIVE DIRECTOR OF OPERATIONS** (12 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$69,631	\$78,466	\$79,051	\$79,636	\$80,221
Step 2		\$80,035	\$80,632	\$81,229	\$81,825
Step 3		\$81,605	\$82,213	\$82,821	\$83,430
Step 4		\$83,174	\$83,794	\$84,414	\$85,034
Step 5		\$84,743	\$85,375	\$86,007	\$86,639
Step 6		\$86,313	\$86,956	\$87,600	\$88,243
Step 7		\$87,882	\$88,537	\$89,192	\$89,848
Step 8	7.3 9811	\$89,451	\$90,118	\$90,785	\$91,452
Step 9	984	\$91,021	\$91,699	\$92,378	\$93,056
Step 10		\$92,590	\$93,280	\$93,971	\$94,661
Step 11	110	\$94,159	\$94,861	\$95,563	\$96,265

#### **DIRECTOR OF INFORMATION TECHNOLOGY (12 MONTH)**

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$77,220	\$78,098	\$78,683	\$79,268	\$79,853
Step 2	\$78,764	\$79,659	\$80,256	\$80,853	\$81,450
Step 3	\$80,309	\$81,221	\$81,830	\$82,438	\$83,047
Step 4	\$81,853	\$82,783	\$83,403	\$84,024	\$84,644
Step 5	\$83,398	\$84,345	\$84,977	\$85,609	\$86,241
Step 6	\$84,942	\$85,907	\$86,551	\$87,194	\$87,838
Step 7	\$86,486	\$87,469	\$88,124	\$88,780	\$89,435
Step 8	\$88,031	\$89,031	\$89,698	\$90,365	\$91,032
Step 9	\$89,575	\$90,593	\$91,272	\$91,950	\$92,629
Step 10	\$91,120	\$92,155	\$92,845	\$93,536	\$94,226
Step 11	\$92,664	\$93,717	\$94,419	\$95,121	\$95.823

#### **DIRECTOR OF TRANSPORTATION (12 MONTH)**

100	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68,533
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72,271
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763

#### **DIRECTOR OF MAINTENANCE (12 MONTH)**

1000	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68,533
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72,271
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763

Step 6 \$86,313 \$86,956

\$69,631

Base

Step 1

Step 2

Step 3 \$81,605 \$82,213 \$82,821 \$83,430 Step 4 \$83,174 \$83,794 \$84,414 \$85,034 Step 5 \$84,743 \$85,375 \$86,007 \$86,639 \$87,600 \$88,243 Step 7 \$87,882 \$88,537 \$89,192 \$89,848 Step 8 \$89,451 \$90,118 \$90,785 \$91,452 Step 9 \$91,021 \$91,699 \$92,378 \$93,056 Step 10 \$92,590 \$93,280 \$93,971 \$94,661 Step 11 \$94,159 \$94,861 \$95,563 \$96,265

MA+30

\$79,051

\$80,632

MA+60

\$79,636

\$81,229

**Doctorate** 

\$80,221

\$81,825

**EXECUTIVE DIRECTOR OF FEDERAL PROGRAMS /** 

\$78,466

\$80,035

**EDUCATIONAL SERVICES (12 MONTH)** 

MA

#### INTERNAL AUDIT MANAGER (12 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$69,217	\$70,095	\$70,680	\$71,265	\$71,850
Step 2	\$70,602	\$71,497	\$72,093	\$72,690	\$73,287
Step 3	\$71,986	\$72,898	\$73,507	\$74,115	\$74,724
Step 4	\$73,370	\$74,300	\$74,920	\$75,541	\$76,161
Step 5	\$74,755	\$75,702	\$76,334	\$76,966	\$77,598
Step 6	\$76,139	\$77,104	\$77,748	\$78,391	\$79,035
Step 7	\$77,523	\$78,506	\$79,161	\$79,816	\$80,472
Step 8	\$78,908	\$79,908	\$80,575	\$81,242	\$81,909
Step 9	\$80,292	\$81,310	\$81,988	\$82,667	\$83,346
Step 10	\$81,676	\$82,712	\$83,402	\$84,092	\$84,783
Step 11	\$83,061	\$84,114	\$84,816	\$85,518	\$86,220

#### **DIRECTOR OF FOOD & NUTRITION (12 MONTH)**

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68.533
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72.271
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763

An employee on the last step of a column is eligible for a longevity increase equal to one step on the salary schedule the year following placement on the last step. After five years the employee will be eligible for an additional longevity increase equal to one step on the salary schedule.

#### **Humboldt Unified School District #22**

#### 2020-2021 ADMINISTRATIVE SALARY SCHEDULE w 5%

All positions are 12 month positions, unless otherwise noted. Contracts may be pro-rated if shorter than normal.

Board Approved: April 7, 2020

HIGH SCHOOL PRINCIPAL (12 MONTH)

#### HIGH SCHOOL ASSISTANT PRINCIPAL (11 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$91,909	\$92,787	\$93,372	\$93,957	\$94,542
Step 2	DE AND	\$94,643	\$95,239	\$95,836	\$96,433
Step 3		\$96,498	\$97,107	\$97,715	\$98,324
Step 4	1 (0.00 × 2 m)	\$98,354	\$98,974	\$99,594	\$100,214
Step 5	196, 316	\$100,210	\$100,842	\$101,473	\$102,105
Step 6		\$102,066	\$102,709	\$103,353	\$103,996
Step 7	NAME OF	\$103,921	\$104,576	\$105,232	\$105,887
Step 8		\$105,777	\$106,444	\$107,111	\$107,778
Step 9		\$107,633	\$108,311	\$108,990	\$109,669
Step 10	186 3.6	\$109,488	\$110,179	\$110,869	\$111,559
Step 11	100	\$111,344	\$112,046	\$112,748	\$113,450

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$68,041	\$68,919	\$69,504	\$70,089	\$70,674
Step 2		\$70,297	\$70,894	\$71,491	\$72.087
Step 3	0.10 5311	\$71,676	\$72,284	\$72,892	\$73,501
Step 4	1975 100	\$73,054	\$73,674	\$74,294	\$74,914
Step 5	11.150 1100	\$74,432	\$75,064	\$75,696	\$76,328
Step 6	Continue	\$75,811	\$76,454	\$77,098	\$77,741
Step 7	STATE AND DESCRIPTION	\$77,189	\$77,844	\$78,500	\$79,155
Step 8	a land	\$78,567	\$79,234	\$79,901	\$80,568
Step 9	1000	\$79,946	\$80,624	\$81,303	\$81,982
Step 10		\$81,324	\$82,015	\$82,705	\$83,395
Step 11	The contract	\$82,703	\$83,405	\$84,107	\$84.809

MIDDLE SCHOOL PRINCIPAL (12 MONTH)

MIDDLE SCHOOL ASSISTANT PRINCIPAL (11 MONTH)

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$77,589	\$78,466	\$79,051	\$79,636	\$80,221
Step 2		\$80,035	\$80,632	\$81,229	\$81,825
Step 3	HEE ONE	\$81,605	\$82,213	\$82,821	\$83,430
Step 4	182 118	\$83,174	\$83,794	\$84,414	\$85,034
Step 5	E ES Che	\$84,743	\$85,375	\$86,007	\$86,639
Step 6		\$86,313	\$86,956	\$87,600	\$88,243
Step 7	1	\$87,882	\$88,537	\$89,192	\$89,848
Step 8		\$89,451	\$90,118	\$90,785	\$91,452
Step 9	TOOL V	\$91,021	\$91,699	\$92,378	\$93,056
℃tep 10	BE 517	\$92,590	\$93,280	\$93,971	\$94,661
ep 11	1 To 1 Sec. 21	\$94,159	\$94,861	\$95,563	\$96,265

200	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$64,461	\$65,339	\$65,924	\$66,509	\$67,094
Step 2		\$66,645	\$67,242	\$67,839	\$68,436
Step 3		\$67,952	\$68,561	\$69,169	\$69,777
Step 4		\$69,259	\$69,879	\$70,499	\$71,119
Step 5	1 10 1 5 1 1 1 1 1	\$70,566	\$71,198	\$71,829	\$72,461
Step 6	9	\$71,873	\$72,516	\$73,160	\$73,803
Step 7		\$73,179	\$73,834	\$74,490	\$75.145
Step 8	August 1	\$74,486	\$75,153	\$75,820	\$76,487
Step 9		\$75,793	\$76,471	\$77,150	\$77,829
Step 10	30.00	\$77,100	\$77,790	\$78,480	\$79,171
Step 11		\$78,406	\$79,108	\$79,810	\$80,512

**ELEMENTARY SCHOOL PRINCIPAL (12 MONTH)** 

ELEMENTARY SCHOOL PRINCIPAL (12 MONTH: <400 Students)

10	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$74,008	\$74,886	\$75,471	\$76,056	\$76,641
Step 2		\$76,384	\$76,980	\$77,577	\$78,174
Step 3	S Clar Lates	\$77,881	\$78,490	\$79,098	\$79,706
Step 4	12 128	\$79,379	\$79,999	\$80,619	\$81,239
Step 5	1985	\$80,877	\$81,509	\$82,140	\$82,772
Step 6	193	\$82,374	\$83,018	\$83,661	\$84,305
Step 7	a little de	\$83,872	\$84,527	\$85,183	\$85,838
Step 8	No.	\$85,370	\$86,037	\$86,704	\$87,371
Step 9	9200 1	\$86,868	\$87,546	\$88,225	\$88,903
Step 10	3.2 965	\$88,365	\$89,056	\$89,746	\$90,436
Step 11	HIE - 238	\$89,863	\$90,565	\$91,267	\$91,969

133	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$64,276	\$72,499	\$73,084	\$73,669	\$74,254
Step 2	700	\$73,949	\$74,546	\$75,142	\$75,739
Step 3	200 200	\$75,399	\$76,007	\$76,616	\$77,224
Step 4	124	\$76,849	\$77,469	\$78,089	\$78,709
Step 5	100	\$78,299	\$78,931	\$79,563	\$80,194
Step 6		\$79,749	\$80,392	\$81,036	\$81,679
Step 7		\$81,199	\$81,854	\$82,509	\$83,165
Step 8	ALC: Y	\$82,649	\$83,316	\$83,983	\$84,650
Step 9	1272	\$84,099	\$84,777	\$85,456	\$86,135
Step 10		\$85,549	\$86,239	\$86,929	\$87,620
Step 11	102 209	\$86,999	\$87,701	\$88,403	\$89,105

EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES (12 MONTH)

EXECUTIVE DIRECTOR OF SPECIAL EDUCATION SERVICES (12 MONTH)

88	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$81,169	\$82,046	\$82,631	\$83,216	\$83,801
Step 2	166 366	\$83,687	\$84,284	\$84,881	\$85,477
Step 3	685 086	\$85,328	\$85,937	\$86,545	\$87,153
Step 4	1982 300	\$86,969	\$87,589	\$88,209	\$88,829
Step 5	8 166 151	\$88,610	\$89,242	\$89,874	\$90,505
Step 6		\$90,251	\$90,894	\$91,538	\$92,181
Step 7	grive	\$91,892	\$92,547	\$93,202	\$93,857
Step 8	Valler ed	\$93,533	\$94,200	\$94,867	\$95,533
Step 9		\$95,174	\$95,852	\$96,531	\$97,209
Step 10	a have to take	\$96,815	\$97,505	\$98,195	\$98,885
эр 11		\$98,456	\$99,158	\$99,860	\$100,562
4	•				

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$84,749	\$85,626	\$86,211	\$86,796	\$87,381
Step 2	1000	\$87,339	\$87,936	\$88,532	\$89,129
Step 3	105	\$89,052	\$89,660	\$90,268	\$90,877
Step 4	13.0	\$90,764	\$91,384	\$92,004	\$92,624
Step 5	1.00	\$92,477	\$93,108	\$93,740	\$94,372
Step 6		\$94,189	\$94,833	\$95,476	\$96,120
Step 7	Sprakende l	\$95,902	\$96,557	\$97,212	\$97,867
Step 8	1 Illy geyol	\$97,614	\$98,281	\$98,948	\$99,615
Step 9	1	\$99,327	\$100,005	\$100,684	\$101,362
Step 10		\$101,039	\$101,730	\$102,420	\$103,110
Step 11		\$102,752	\$103,454	\$104,156	\$104,858

#### **EXECUTIVE DIRECTOR OF FINANCE & OPERATIONS (12 MONTH)**

#### **INTERNAL AUDIT MANAGER (12 MONTH)**

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$89,523	\$90,400	\$90,985	\$91,570	\$92,155
Step 2	\$91,313	\$92,208	\$92,805	\$93,401	\$93,998
Step 3	\$93,103	\$94,016	\$94,624	\$95,233	\$95,841
Step 4	\$94,894	\$95,824	\$96,444	\$97,064	\$97,684
Step 5	\$96,684	\$97,632	\$98,264	\$98,896	\$99,527
Step 6	\$98,475	\$99,440	\$100,084	\$100,727	\$101,371
Step 7	\$100,265	\$101,248	\$101,903	\$102,558	\$103,214
Step 8	\$102,056	\$103,056	\$103,723	\$104,390	\$105,057
Step 9	\$103,846	\$104,864	\$105,543	\$106,221	\$106,900
Step 10	\$105,637	\$106,672	\$107,362	\$108,053	\$108,743
Step 11	\$107,427	\$108,480	\$109,182	\$109,884	\$110,586

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$69,217	\$70,095	\$70,680	\$71,265	\$71,850
Step 2	\$70,602	\$71,497	\$72,093	\$72,690	\$73,287
Step 3	\$71,986	\$72,898	\$73,507	\$74,115	\$74,724
Step 4	\$73,370	\$74,300	\$74,920	\$75,541	\$76,161
Step 5	\$74,755	\$75,702	\$76,334	\$76,966	\$77,598
Step 6	\$76,139	\$77,104	\$77,748	\$78,391	\$79,035
Step 7	\$77,523	\$78,506	\$79,161	\$79,816	\$80,472
Step 8	\$78,908	\$79,908	\$80,575	\$81,242	\$81,909
Step 9	\$80,292	\$81,310	\$81,988	\$82,667	\$83,346
Step 10	\$81,676	\$82,712	\$83,402	\$84,092	\$84,783
Step 11	\$83,061	\$84,114	\$84,816	\$85,518	\$86,220

#### ASSISTANT SUPERINTENDENT/OPERATIONS (12 MONTH)

EXECUTIVE DIRECTOR OF FEDERAL PROGRAMS / SCHOOL IMPROVEMENT (12 MONTH)

49, 49	Base	MA	MA+30	MA+60	Doctorate	
Step 1	\$90,602	\$99,947	\$100,532	\$101,117	\$101,702	
Step 2	\$92,414	\$101,946	\$102,543	\$103,140	\$103,736	
Step 3	\$94,226	\$103,945	\$104,554	\$105,162	\$105,770	
Step 4	\$96,038	\$105,944	\$106,564	\$107,184	\$107,804	
Step 5	\$97,850	\$107,943	\$108,575	\$109,207	\$109,838	
Step 6	\$99,662	\$109,942	\$110,585	\$111,229	\$111,872	
Step 7	\$101,475	\$111,941	\$112,596	\$113,251	\$113,907	
Step 8	\$103,287	\$113,940	\$114,607	\$115,274	\$115,941	
Step 9	\$105,099	\$115,939	\$116,617	\$117,296	\$117,975	
Step 10	\$106,911	\$117,938	\$118,628	\$119,318	\$120,009	
Step 11	\$108,723	\$119,937	\$120,639	\$121,341	\$122,043	

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$69,631	\$78,466	\$79,051	\$79,636	\$80,221
Step 2	111000000	\$80,035	\$80,632	\$81,229	\$81,825
Step 3	1000	\$81,605	\$82,213	\$82,821	\$83,430
Step 4	200	\$83,174	\$83,794	\$84,414	\$85,034
Step 5	1.5	\$84,743	\$85,375	\$86,007	\$86,639
Step 6	ALC: Y	\$86,313	\$86,956	\$87,600	\$88,243
Step 7		\$87,882	\$88,537	\$89,192	\$89,848
Step 8	100	\$89,451	\$90,118	\$90,785	\$91,452
Step 9	13	\$91,021	\$91,699	\$92,378	\$93,056
Step 10		\$92,590	\$93,280	\$93,971	\$94,661
Step 11		\$94,159	\$94,861	\$95,563	\$96,265

#### **DIRECTOR OF TRANSPORTATION (12 MONTH)**

**DIRECTOR OF FOOD & NUTRITION (12 MONTH)** 

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68,533
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72,271
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763

	Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68,533
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72,271
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763

#### DIRECTOR OF MAINTENANCE (12 MONTH)

DIRECTOR OF INFORMATION TECHNOLOGY (12 MONTH)

	Base	MA	MA+30	MA+60	Doctorate		Base	MA	MA+30	MA+60	Doctorate
Step 1	\$59,670	\$60,548	\$61,133	\$61,718	\$62,303	Step 1	\$77,220	\$78,098	\$78,683	\$79,268	\$79,853
Step 2	\$60,863	\$61,758	\$62,355	\$62,952	\$63,549	Step 2	\$78,764	\$79,659	\$80,256	\$80,853	\$81,450
Step 3	\$62,057	\$62,969	\$63,578	\$64,186	\$64,795	Step 3	\$80,309	\$81,221	\$81,830	\$82,438	\$83,047
Step 4	\$63,250	\$64,180	\$64,800	\$65,421	\$66,041	Step 4	\$81,853	\$82,783	\$83,403	\$84,024	\$84,644
Step 5	\$64,444	\$65,391	\$66,023	\$66,655	\$67,287	Step 5	\$83,398	\$84,345	\$84,977	\$85,609	\$86,241
Step 6	\$65,637	\$66,602	\$67,246	\$67,889	\$68,533	Step 6	\$84,942	\$85,907	\$86,551	\$87,194	\$87,838
Step 7	\$66,830	\$67,813	\$68,468	\$69,124	\$69,779	Step 7	\$86,486	\$87,469	\$88,124	\$88,780	\$89,435
Step 8	\$68,024	\$69,024	\$69,691	\$70,358	\$71,025	Step 8	\$88,031	\$89,031	\$89,698	\$90,365	\$91,032
Step 9	\$69,217	\$70,235	\$70,914	\$71,592	\$72,271	Step 9	\$89,575	\$90,593	\$91,272	\$91,950	\$92,629
Step 10	\$70,411	\$71,446	\$72,136	\$72,827	\$73,517	Step 10	\$91,120	\$92,155	\$92,845	\$93,536	\$94,226
Step 11	\$71,604	\$72,657	\$73,359	\$74,061	\$74,763	Step 11	\$92,664	\$93,717	\$94,419	\$95,121	\$95,823

An employee on the last step of a column is eligible for a longevity increase equal to one step on the salary schedule the year following placement on the last step. After five years the employee will be eligible for an additional longevity increase equal to one step on the salary schedule.

# CONSENT Item 7U.

**Forest Fees** 

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

74 Item #

FROM:

Dr. Rob Bueche, Executive Director of Federal Programs &

Reading

School Innovation

DATE:

June 9, 2020

**Discuss** 

SUBJECT:

Intergovernmental Agreement with Yavapai County Forest

Action

Fees Management Association and HUSD

Consent

**OBJECTIVE:** 

Goal #1: To Raise the Level of Student Achievement

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

#### **SUPPORTING DATA:**

Attached you will find the Intergovernmental Agreement between the Yavapai County Forest Fees Management Association and Humboldt Unified School District. This agreement is for five years. There are no changes from the previous IGA.

The agreement has been reviewed and approved by legal counsel.

#### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that the HUSD Governing Board approve the Intergovernmental Agreement between the Yavapai County Forest Fees Management Association and the Humboldt Unified School District.

#### Sample Motion:

I move to approve the Yavapai County Forest Fees Management Association Intergovernmental Agreement as presented for a five-year term.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

#### Forest Fees Management Association of Yavapai County

Parties: Ash Fork Joint Unified School District No. 31

Bagdad Unified School District No. 20

Beaver Creek Elementary School District No. 26

Camp Verde Unified School District No. 28

Canon Elementary School District No. 50

Chino Valley Unified School District No. 51

Clarkdale-Jerome Elementary School District No. 3

Congress Elementary School District No. 17

Cottonwood-Oak Creek Elementary School District No. 6

Crown King Elementary School District No. 41

Hillside Elementary School District No. 35

Humboldt Unified School District No. 22

Kirkland Elementary School District No. 23

Mayer Unified School District No. 43

Mingus Union High School District No. 4

Mountain Institute Joint Technological Education District No. 2

Prescott Unified School District No. 1

Sedona Oak Creek Unified School District No. 9

Seligman Unified School District No. 40

Skull Valley Elementary School District No. 15

Valley Academy for Career and Technology Education District No. 1

Walnut Grove Elementary School District No. 7

Williamson Valley Elementary School District No. 52

Yarnell Elementary School District No. 52

Yavapai Accommodation School District No. 99

In this Agreement, the Parties may be referred to collectively as the "Districts."

#### **Statutory Authority:**

- 1. By statute, the Districts may enter into an agreement to (a) procure goods or services, (b) jointly exercise powers common to the Districts, and (c) take joint or cooperative action. A.R.S. § 11-952 & § 15-342(13).
- 2. Under the statutes, the Districts join together and by this Agreement form the Forest Fees Management Association. The Association's purpose is set forth below.

#### Agreement:

The Districts agree to jointly and cooperatively procure goods and services, exercise powers, and take concerted action in accordance with the terms and conditions of this Agreement.

- 1. Purpose. The purpose of this Agreement is to promote shared and enhanced educational funding opportunities among the Districts by pooling and administering forest reserve monies received under A.R.S. § 11-497 and § 41-736.
- 2. Duration. This Agreement's term is five years, commencing on July 1, 2020, and ending on June 30, 2025. The Districts may extend the Agreement for successive terms of five years each.
- 3. Financing and Budgeting. Each District shall contribute one-half (1/2) of forest reserve monies allocated to it by the Yavapai County Board of Supervisors in accordance with A.R.S. § 11-497 within thirty (30) calendar days of receipt.
- 3.1 Such funds will be delivered to the Fiscal Agent to be deposited, invested, managed, and expended at the direction of the Board of Directors acting in accordance with the Bylaws (Exhibit 1).
- 3.2 The Districts hereby designate the Yavapai County Education Service Agency as the Fiscal Agent while authorizing the Board of Directors to appoint a different Fiscal Agent in its discretion.
- 3.3 The Board of Directors shall adopt an annual budget for providing services to the Districts and shall provide a copy of the budget to the Districts.
- **4.** Cooperative Purchasing. This Agreement authorizes cooperative purchasing for all lawful purposes in accordance with A.A.C. R7-2-1191 *et seq*.
- 4.1 Payment for materials and services and inspection and acceptance of materials or services ordered by a District shall be the exclusive obligation of that District.
- 4.2 The exercise of any rights or remedies by a District shall be the exclusive obligation of that District.
- 4.3 Any District may terminate without notice this Agreement if any other district fails to comply with the terms of this Agreement.

- 4.4 Failure of any District to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other district to exercise its own rights or remedies.
- 4.5 No district shall use this Agreement as a method for obtaining concessions or reduced prices for noncontract purchases of similar materials or services.
- 5. Governance. To the extent not inconsistent with the statutory authority and this Agreement, the Association shall be governed and conducted in accordance with the Bylaws (Exhibit 1).
- 6. Termination. A District may withdraw from membership and participation in the Association without cause upon ninety (90) days written notice from the District's Governing Board to the Association's Board of Directors. No funds previously paid by the District to the Association shall be repaid or refunded to a District which elects to withdraw without cause from the Association. Services provided through the Association to a District which elects to withdraw from the Association after the effective date of withdrawal may be obtained by that District from other sources, if any, as a direct cost to that District, without payment or reimbursement by the Association.
- 7. **Disposition of Property.** The Districts do not anticipate the acquisition of any property by the Association. To the extent that the Association does acquire any property, the Board of Directors shall determine a fair and appropriate distribution of such property among the Districts.
- 8. Alternative Dispute Resolution. The Districts shall submit any dispute among them arising out of or relating to this Agreement to mediation by a mutually agreed upon third-party. The Districts will be jointly responsible for the mediator's fee, but will be separately responsible for all fees and costs associated with their respective presentations to the mediator.
- 9. Indemnification. To the fullest extent permitted by law, each District shall indemnify and hold harmless the others and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from the District's performance of or failure to perform this Agreement, but only to the extent caused by the negligent acts or omissions of the District, its agents, or employees.
- 10. Insurance. While participating in the Association, each School District shall maintain insurance coverage on the terms and conditions and in the limits offered by the Arizona School Risk Retention Trust.

- 11. Arizona Law. This Agreement incorporates all requirements of Arizona law, including but not limited to cancellation in accordance with A.R.S. § 38-511. Moreover, this Agreement's interpretation and performance are governed by Arizona law.
- 12. Choice of Forum. In the event that any dispute is not resolved under Section 8, any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Yavapai.
- 13. Entire Agreement. This Agreement represents the entire, integrated agreement between the Districts. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by all Districts.
- 14. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 15. Authority of Signatory. Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.
- 16. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Districts and is not to be construed against any District.
- 17. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.
- 18. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any District, the Yavapai County Education Service Agency, or the Association. This Agreement is not intended to benefit any third party.
- 19. Legal Counsel's Review and Approval. The Districts acknowledge that several of them are represented by Wright Welker & Pauole PLC (Law Firm) in various matters, including the drafting and reviewing of this Agreement. By signing this Agreement, each District that is a client of Law Firm specifically acknowledges (1) that Law Firm has, by this paragraph, informed each District that Law Firm believes it is able to provide competent and diligent representation to each District to this Agreement, (2) that the representation is not prohibited by law and does not involved the assertion of a claim by one District against another district to this Agreement, and (3) that the District waives any potential conflict of interest arising out of this joint representation.

Dated, 2020	Ash Fork Joint Unified School District No. 31
	By
	Its authorized agent
Approval of Attorney for As	sh Fork Joint Unified School District No. 31
this Intergovernmental Agreement a	oint Unified School District No. 31. I have reviewed and have determined that: (1) the agreement is in District's powers and authority granted under the
Attorney for the District	Date

Dated, 2020	Bagdad Unified School District No. 20
	By
	Its authorized agent
Approval of Attorney for Bag	gdad Unified School District No. 20
Intergovernmental Agreement and have d	School District No. 20. I have reviewed this letermined that: (1) the agreement is in proper wers and authority granted under the laws of
Attorney for the District	Date

Dated, 2020	Beaver Creek Elementary School District No. 26
	By
	Its authorized agent
Approval of Attorney for Beav	ver Creek Elementary School District No. 26
reviewed this Intergovernmental Agre	k Elementary School District No. 26. I have eement and have determined that: (1) the it is within the District's powers and authority Arizona.
Attorney for the District	Date

Dated, 2020	Camp Verde Unified School District No. 28	
		By
		Its authorized agent
Appr	oval of Attorney for Ca	amp Verde Unified School District No. 28
this Intergove proper form;	rnmental Agreement and	Unified School District No. 28. I have reviewed d have determined that: (1) the agreement is in istrict's powers and authority granted under the
Attorne	ey for the District	Date

Dated, 2020	Canon Elementary School District No. 50
	By
	Its authorized agent
Approval of Attorney for Cano	n Elementary School District No. 50
Intergovernmental Agreement and have de	ry School District No. 50. I have reviewed this etermined that: (1) the agreement is in proper wers and authority granted under the laws of
Attorney for the District	Date

Dated, 2	, 2020	Chino Valley Unified School District No. 51
		By
		Its authorized agent
Approv	al of Attorney for Ch	ino Valley Unified School District No. 51
this Intergovern	mental Agreement and d (2) it is within the D	Unified School District No. 51. I have reviewed d have determined that: (1) the agreement is in istrict's powers and authority granted under the
iaws of the state		
Attorney	for the District	Date

Dated, 2020	Clarkdale-Jerome Elementary School District No. 3
	By
	Its authorized agent
Approval of Attorney for Clar	kdale-Jerome Elementary School District No. 3
reviewed this Intergovernmental Ag	Jerome Elementary School District No. 3. I have greement and have determined that: (1) the ) it is within the District's powers and authority of Arizona.
Data	Attended for the District
Attorney for the District	Date

Dated, 202	Congress Elementary School District No. 17
	By
	Its authorized agent
Approval of Attorney	for Congress Elementary School District No. 17
this Intergovernmental Agreen	ress Elementary School District No. 17. I have reviewed ment and have determined that: (1) the agreement is in in the District's powers and authority granted under the
Attorney for the Distric	t Date

Dated, 2020	Cottonwood-Oak Creek Elementary School District No. 6
	By
	Its authorized agent
	d-Oak Creek Elementary School District No. 6 ak Creek Elementary School District No. 6. I
have reviewed this Intergovernmental A	agreement and have determined that: (1) the s within the District's powers and authority
Attorney for the District	Date

Dated, 2020	Crown King Elementary School District No. 41
	By
	Its authorized agent
Approval of Attorney for Crow	wn King Elementary School District No. 41
reviewed this Intergovernmental Agree	Elementary School District No. 41. I have element and have determined that: (1) the tis within the District's powers and authority Arizona.
Attorney for the District	Date Date Manual A

Dated, 2020	Hillside Elementary School District No. 35
	By
	Its authorized agent
Approval of Attorney for Hills	ide Elementary School District No. 35
this Intergovernmental Agreement and ha	tary School District No. 35. I have reviewed ave determined that: (1) the agreement is in rict's powers and authority granted under the
Attorney for the District	Date

Dated, 2020	Humboldt Unified School District No. 22
	Ву
	Its authorized agent
Approval of Attorney for	Humboldt Unified School District No. 22
Intergovernmental Agreement and h	Unified School District No. 22. I have reviewed this have determined that: (1) the agreement is in proper t's powers and authority granted under the laws of
Attorney for the District	Date

Dated	_, 2020	Kirkland Elementary School District No. 23
		By
		Its authorized agent
Approval of At	torney for Kirk	kland Elementary School District No. 23
this Intergovernmental	Agreement and is within the Dis	have determined that: (1) the agreement is in strict's powers and authority granted under the
Attorney for the	District	Date

Dated, 2020	Mayer Unified School District No. 43	
		By Its authorized agent
Арр	roval of Attorney for M	layer Unified School District No. 43
Intergovernmen	ital Agreement and have is within the District's po	School District No. 43. I have reviewed this determined that: (1) the agreement is in proper owers and authority granted under the laws of
Attorney	for the District	Date

Dated, 2020	Mingus Union High School District No. 4
	By Its authorized agent
Approval of Attorney for M	ingus Union High School District No. 4
Intergovernmental Agreement and have	High School District No. 4. I have reviewed this e determined that: (1) the agreement is in proper powers and authority granted under the laws of
Attorney for the District	Date

Dated, 2020	Mountain Institute Joint Technological Education District No.2
	By Its authorized agent
Approval Of Attorney For M	ountain Institute Joint Technological Education District No. 2
2. I have reviewed this Intergovern	Institute Joint Technological Education District No. amental Agreement and have determined that: (1) the 2) it is within the District's powers and authority of Arizona.
Attorney for the District	Date

Dated, 2020	Prescott Unified School District No. 1
	Ву
	Its authorized agent
Approval of Attorney for Pr	rescott Unified School District No. 1
Intergovernmental Agreement and have	d School District No. 1. I have reviewed this determined that: (1) the agreement is in proper owers and authority granted under the laws of

Dated, 2020	Sedona Oak Creek Unified School District No. 9
	By Its authorized agent
Approval Of Attorney For Sed	ona Oak Creek Unified School District No. 9
reviewed this Intergovernmental Agre	Creek Unified School District No. 9. I have eement and have determined that: (1) the it is within the District's powers and authority Arizona.
Attorney for the District	Date

Dated, 2020	Seligman Unified School District No. 40
	By Its authorized agent
Approval of Attorney for Seligman Unified School District No. 40	
Intergovernmental Agreement a	an Unified School District No. 40. I have reviewed this nd have determined that: (1) the agreement is in proper strict's powers and authority granted under the laws of
Attorney for the District	Date

Dated	, 2020	Skull Valley Elementary School District No. 15
		Dec
		By Its authorized agent
Approval	Of Attorney For Skull	Valley Elementary School District No. 15
reviewed this Is agreement is in	ntergovernmental Agreen	lementary School District No. 15. I have ment and have determined that: (1) the is within the District's powers and authority rizona.
Attorney	for the District	Date

Dated, 2020	Valley Academy for Career and Technology Education District No. 1
	Ву
	Its authorized agent
D	cademy for Career and Technology Education District No. 1
I am the attorney for Valley Academ No. 1. I have reviewed this Intergovern	my for Career and Technology Education District amental Agreement and have determined that: (1) it is within the District's powers and authority
Attorney for the District	Date

Dated, 2020	Walnut Grove Elementary School District No. 7
	By Its authorized agent
Approval of Attorney for Walnu	it Grove Elementary School District No. 7
reviewed this Intergovernmental Agreen	is within the District's powers and authority
Attorney for the District	Date

Dated, 2020	Williamson Valley Elementary School District No. 52
	lis and
	Ву
	Its authorized agent
reviewed this Intergovernmental Agree	alley Elementary School District No. 52. I have ement and have determined that: (1) the is within the District's powers and authority arizona.
Attorney for the District	Date

Dated, 2020	Yarnell Elementary School District No. 52
	By
	Its authorized agent
Approval of Attorney	for Yarnell Elementary School District No. 52
Intergovernmental Agreement as	Elementary School District No. 52. I have reviewed this nd have determined that: (1) the agreement is in proper strict's powers and authority granted under the laws of
Attorney for the District	Date

Dated	, 2020	Yavapai Accommodation School District No. 99
		By Its authorized agent
Approval	of Attorney for Yav	apai Accommodation School District No. 99
reviewed this In agreement is in p	tergovernmental Agre	commodation School District No. 99. I have element and have determined that: (1) the it is within the District's powers and authority Arizona.
Attorney	for the District	Date

### BYLAWS OF THE FOREST FEE MANAGEMENT ASSOCIATION "We Maximize Value to Schools" September 2, 2010

### ARTICLE I-PURPOSE

The Forest Fee Management Association is hereby organized as a voluntary cooperative program specifically for, but not limited to:

- A. Promoting shared and enhanced educational funding opportunities among school districts located in Yavapai County, Arizona, by means of administering an agreement using forest reserve monies received by participating school districts pursuant to ARS 11-497 and 41-736 and voluntarily paid by these school districts to the fiscal agent for this I.G.A. for the cooperative procurement and use of public and private materials and services, common use of capital equipment, provision of personnel, informational, technical or other services that may assist in improving the efficiency or economy of procurement and other purposes permitted under an intergovernmental agreement and a cooperative purchasing agreement pursuant to A.A.C. R7-2-1191, et seq.
- B. Creating a democratically elected Management Board, subject to these bylaws, that will have complete and independent control of forest reserve monies collected from member districts, to be used solely for the mutual benefit of those member districts.
- C. Allowing the Yavapai County Education Service Agency to serve without charge, as the fiscal agent, yet with the specific understanding that once the Forest Fees are allocated by the Board of Supervisors, Yavapai County Government and the Yavapai County School Superintendent have absolutely no control over funding decisions.
- D. Opening membership to all School Districts operating within Yavapai County, Arizona, who wish to voluntarily direct a portion of their Forest Fee proceeds to the Management Association to maximize their educational and financial impact.

### ARTICLE II - BOARD OF DIRECTORS

SECTION 1. General Powers, Number, Tenure and Qualifications. The activities of the Management Association shall be solely controlled by a Board of Directors, serving as the Forest Fee Management Board, numbering five (5) members with an initial term ending at midnight on December 31, 2012. The Board of Directors shall institute a staggered lottery system of terms such that reasonable continuity is assured following that date.

Thereafter, the terms of Directors shall be for three (3) years and shall commence at 12:00 AM on January 1st and terminate at midnight on December 31st. Directors may be elected or appointed to successive terms without limit.

### SECTION 2. Members of the Board of Directors.

### A. The five (5) Directors shall be:

- Either an administrator or Governing Board Member of a member School District,
- Five (5) representatives of the various public school districts, based on their annual student population (most recent Average Daily Membership, published by the Arizona Department of Education). The Board of Directors will from time to time determine the districts that make up the membership of these five groups, based on ADM. These representatives must be nominated and elected by the districts that are part of that specific group. On the date of the adoption of these Bylaws, the membership groups shall be:

Group 1 Crown King, YASD, Yarnell, Skull Valley, Hillside, Williamson Valley, .Walnut Grove

Group 2 Seligman, Kirkland, Congress, Ash Fork, Canon

Group 3 Clarkdale-Jerome, Bagdad, VACTE, Mountain Institute, Mayer, Beaver Creek

Group 4 Mingus, Camp Verde, Sedona Oak Creek

Group 5 Prescott, Humboldt, Chino Valley, Cottonwood-Oak Creek

The Management Board may allow a non-voting, ex-officio representative from the following entities to provide expertise and input during their meetings:

- A non-voting advisor, nominated and elected by the charter schools of Yavapai County,
- A non-voting advisor, nominated and elected by the colleges and universities in Yavapai County,
- A non-voting, facilitator, from the Education Service Agency.

Vacancies on the Board of Directors occasioned by resignation or any other reason may be filled in the same manner as the original member was selected.

- B. At all times during the term of a Director, that individual must be in good standing within the District from which they were elected.
- C. Board members' election shall be by means of plurality vote of the Governing Boards of the School Districts comprising the Group as defined above, based upon nominations from among the members of the respective Group. If the election does not result in a plurality for any candidate, those tied with the highest number of votes, will break the tie by lot, under the supervision of the Yavapai County School Superintendent.

### SECTION 3. Meetings of the Board.

- A. The annual meeting of the Board of Directors shall be held during the month of December each year.
- B. In addition to the annual meeting, the Board shall hold three (3) regular meetings each year, in March, June and September. Special meetings may be called by the President, or by at least three (3) Board Members by written request, or by the Board of Directors by majority vote of the quorum present at a regular meeting.
- C. A Director shall cease to be eligible to serve as a Director and shall be automatically removed from office upon the occurrence of either of the following:
  - (1) Failure to attend a majority of meetings in a fiscal year; or
  - (2) Failure to attend three (3) consecutive regular meetings.

This shall apply to every Director, regardless of whether he or she is serving prior to the date of adoption of these Bylaws. If a Director is removed, the Board shall cause a written notice to that effect to be sent by first class certified mail to the Director who was removed.

- D. A simple majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.
- E. Meetings of the Board of Directors, whether regular or special, may be held by means of telephonic or similar communications equipment, by means of which all persons participating in the meeting can hear each other. A request to attend a regular meeting by teleconference requires a seventy two (72) hour notification to the President or the Secretary / Treasurer. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting. No proxies are allowed.
- F. Directors should notify the President or Secretary-Treasurer of an impending absence, seventy two (72) hours in advance of the meeting if possible.
- G. Any Director or Member District may, prior to posting, submit an item to the President or the Secretary / Treasurer for inclusion on the next agenda.
  - H. Agendas for regular and special meetings shall be posted twenty four (24) hours in advance. The posting shall be provided to each Director, all member Districts, to anyone who makes such a request, and it shall be placed on a Forest Fee Management Board web site.

- SECTION 4. <u>Duties and Responsibilities of the Board.</u> The Board of Directors shall have the duty to see that the purposes expressed in the Bylaws are carried out. They are responsible to:
  - A. Adhere to the Open Meeting Laws of the State of Arizona,
- B. Attend meetings on a regular basis, representing the interest of the group they represent while keeping the best interest of the member Districts in mind,
- C. Regularly determine that the business and assets of the Forest Fee Management Association are efficiently and effectively handled, from an account held by the Yavapai County Treasurer,
- C. Establish policy and guidelines with respect to the operation and management of the Forest Fee Management Association and its several projects,
  - E. Establish policies for the effective management of an informational web site,
  - F. Establish a communication network among member Districts,
- G. Immediately disclose any conflict of interest (financial interests, family matters, legal constraints) they may have, and refrain from participating in discussions or decisions in regard to the conflict,
- H. Ensure, pursuant to A.A.C. R7-2-1191, that except as provided in Article I-Purpose, paragraph C, when a member School District or other public procurement unit provides personnel or other services, it shall be reimbursed for the reasonable and necessary direct and indirect costs of providing such services,
- SECTION 5. Acceptance of Gifts. The Board of Directors may accept on behalf of the Management Association any contribution or gift, subject to whatever conditions are attached to the gift, as long as it does not conflict with the Bylaws of the Management Association, and is permitted by state and federal law.

### ARTICLE III – OFFICERS

- SECTION 1. Officers. The officers of the Management Board shall be President, Vice-President, and Secretary-Treasurer and such other officers as the Board may determine.
- SECTION 2. Election and Term of Office. The officers of the Management Board shall be elected annually by the Board of Directors at the regular annual meeting. Officers will serve a one year term, beginning at 12:00 AM on January 1<sup>st</sup> and ending at midnight on December 31<sup>st</sup> and may hold office for consecutive years without limit. The Board of Directors may replace officers who resign the office or end their service to the Management Board as needed.

SECTION 3. <u>President</u>. The President shall preside at all meetings of the Board of Directors. He or she shall sign all instruments or contracts requiring execution on behalf of the Management Board and appoint all committees subject to approval of a majority of the Board of Directors. The President shall serve as an ex-officio member of all committees.

SECTION 4. <u>Vice-President</u>. The Vice-President shall perform the duties of the President in his or her absence and shall perform such other duties as may be assigned by the President or the Board of Directors.

SECTION 5. Secretary-Treasurer. The Secretary-Treasurer may without charge, use the services of a facilitator provided by the Education Service Agency. The Secretary-Treasurer shall see that minutes of all meetings of the Board of Directors, and all appointed committees, are kept and filed. He or she shall give, or cause to be given, notice of all meetings of the Board and of all appointed committees and shall have general supervision over the care and custody of all funds and securities of the Management Association. The Secretary-Treasurer shall keep or cause to be kept, full and accurate accounts of all receipts and disbursements of the Management Board and will nominate, at a meeting prior to the annual meeting, an impartial person to perform a review of the year's financial activities. The report of this audit/review will be presented at the annual meeting.

SECTION 6. President Pro Tempore. When the President and Vice-President are both absent, the Board may appoint a temporary Presiding Officer from among the members present.

### **ARTICLE IV – COMMITTEES**

SECTION 1. Appointment. The President, with the approval of the Board of Directors, may appoint advisory committees to carry out the objectives and purposes of the Management Association. Such committees shall have at least one (1), but less than a quorum of the Board Members, but additional members of interested persons from the member Districts may be appointed whose expertise will be of benefit to the work of the committee. In addition to the standing committees identified in Article IV, Section 2, the President may, as appropriate, appoint other standing and ad-hoc committees to address specific projects of the Management Board.

SECTION 2. <u>Standing Committees</u>. The President and Board of Directors may make use of Standing Committees, that may include but are not limited to, the following:

A. Executive Committee. This committee (President, Vice-President, Secretary-Treasurer) shall be responsible to carrying out the administrative functions of the Management Board.

B. Grants Committee. This committee shall be responsible for coordinating and securing grant funding, based on the guidance of the Board of Directors.

- C. Bylaw Committee. This committee shall be responsible for regularly reviewing the Bylaws and recommending changes as needed.
- D. Finance Committee. This committee shall be responsible for proposing an annual budget, creating an annual finance report, insuring compliance with all applicable state and federal laws, meeting all tax reporting requirements, and making recommendations to the Board of Directors in regard to audits.
- E. Technical Resource Committee. This committee shall identify best practices for technical support services, inoperability problem resolution, joint procurement and disposal, and infrastructure sustainability.

### ARTICLE V – FINANCING OF PROGRAMS

Each school district which elects to participate in the voluntary cooperative program established pursuant to these Bylaws shall pay one half (1/2) of the forest fee reserve monies allocated by the Yavapai County Board of Supervisors which it receives pursuant to ARS Sections 11-497 and 41-736 to the fiscal agent established by the Bylaws each year within thirty (30) days of receipt.

### ARTICLE VI - AMENDMENT OF BYLAWS

The Board of Directors may propose amendments to the Bylaws, by a majority vote. The proposal must be made available to all Board Members at least two (2) weeks prior to any vote to amend the Bylaws. Ratification of a proposed Bylaw change requires a majority vote at any annual or regular meeting. In addition, twenty percent (20%) of the member Districts may propose amendments to these Bylaws, in writing, at the Annual meeting. Ratification of the proposal requires a majority vote of the member Districts. Any District which does not approve the Bylaw amendment may withdraw from the Association without penalty.

### ARTICLE VII - GENERAL PROVISIONS

SECTION 1. Agency Office. The principal office of the Management Association shall be located in the State of Arizona at the office of the Education Service Agency at 1015 Fair Street, Prescott, AZ 86305-1852, or as subsequently changed by the Board of Directors.

SECTION 2. Fiscal Year. The Fiscal year ends the last day of June of each year and begins the first day of July.

SECTION 3. <u>Date of Adoption of Bylaws</u>. The Bylaws were adopted by the Board of Directors on February 15, 2011 and amended on March 4, 2013.

SECTION 4. Withdrawal of Member School District, Any member School District may withdraw from membership and participation in the Management Association upon ninety (90) days written notice from the School District's governing board to the Board of Directors of the Management Association. No funds previously contributed to the

Management Association shall be paid or refunded to a School District which elects to withdraw from the Management Association. Services provided through the Management Association to a School District which elects to withdraw from the Management Association after the effective date of withdrawal may be obtained by the School District from other sources, if any, as a direct cost to that School District, without payment or reimbursement by the Management Association.

## CONSENT Item 7V.

APDM

TO:

Humboldt Unified School District Governing Board

Item #

FROM:

Roger Studley, Finance Director

Reading

DATE:

June 9, 2020

Discuss

SUBJECT:

Approval of Alternative Project Delivery Methods (APDM)

Action

**OBJECTIVE:** 

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

Consent X

### **SUPPORTING DATA**

Humboldt Unified School District was selected by the Arizona School Facilities Board to satisfy the requirements set forth in Senate Bill 1256, which "...requires the School Facilities Board (SFB) to select three school districts with ongoing or planned procurements of construction services using alternative project delivery methods..." (Sec. 3). SB 1265 also mandates that the SFB submits a report of its findings to the Governor, President of the Senate and Speaker of the House of Representatives, the chairpersons of the Senate Education Committee and House of Representatives Education Committee, or their successor committees, and provide a copy to the Secretary of State, by September 1, 2020. Given delays already experienced, timeliness for this project is critical in order to provide sufficient data (if any).

Roof replacement projects at Glassford Hill Middle School, Bradshaw Mountain Middle School and Lake Valley Elementary School were selected for this pilot program; the Alternative Project Delivery Methods are Design-Build (DB), Construction Manager at Risk (CMAR) and Job Order Contract (JOC).

- Glassford Hill was selected as a DB APDM. In Design Build the contractor hires the
  Architect/Engineer. The quality is steered by the DB. DB is best when the design is straight
  forward, with little design decisions. DB can be useful when a contractor needs to available to do
  some preliminary construction work early on including demolition to investigate. DB is also useful
  when the priority is either Schedule or Cost. DB is able to focus on just cost or just schedule since
  design is not a key factor.
- Bradshaw Mountain was selected to be Construction Manager at Risk (CMAR). CMAR is where the
  Architect/Engineer as well as the contractor is hired separately based on qualifications then work
  together to determine the design and then the cost. The idea of having CMAR is to have the
  contractor advises the owner and Architect as to cost and schedule implications of preliminary
  design decision to shape the design early on. Projects where alternative solutions should be
  investigated are good for CMAR.
- Lake Valley selected to be Job Order Contract. JOC is when the documents are turned over to a
  single contractor for pricing based on standardized cost guides and or bidding to subcontractors.
  The JOC General Contractor fee is pre-determined by the JOC pre procurement. JOC is best when
  contractor input is not required, when the scope does not require unique construction solutions.
  JOC tend to be limited sized projects. When the need to complete the construction is a priority, JOC
  is often selected to avoid the time it takes to procure construction by Design Bid Build (DBB) or
  CMAR.

Per A.A.C. R7-2-1106 (A), the District shall consider the factors outlined, as applicable, and make a written determination that the use of a specific alternative project delivery method (APDM) is advantageous to the District. The following factors may be used for such determination:

- 1. Cost and cost control method;
- 2. Value engineering;
- 3. Market conditions:
- 4. Schedule:
- 5. Required specialized expertise;
- 6. Technical complexity of the project; or
- 7. Project management.

### **SUMMARY & RECOMMENDATION**

It is recommended that the Governing Board determine that using an APDM for these projects is advantageous and in the best interest of HUSD, based on the factors outlined herein.

### **Sample Motion**

I move to approve the use of Alternative Project Delivery Methods for the Roof Replacement projects at Glassford Hill Middle School, Bradshaw Mountain Middle School and Lake Valley Elementary School as presented.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Roger Studley, Finance Director (759-4000)

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# CONSENT Item 7W.

### Procurement Bid Protests

TO:

Humboldt Unified School District Governing Board

Item #

7 W

FROM:

Cole Young, Assistant Superintendent

Reading

DATE:

June 9, 2020

Discuss

SUBJECT:

Appointment of District Representative to Oversee Procurement

Action

**Bid Protests** 

ACION

Consent X

**OBJECTIVE:** 

**Board Governance** 

### **SUPPORTING DATA:**

The procurement process necessitates the governing board to select a District Representative to oversee any bid protests from a vendor. This District Representative is in place to resolve any issues that cannot be reached at an informal level between the vendor and the District. In such a case, the District Representative will give notice to the HUSD Board within three days of the filling of the appeal. It will then be the responsibility of the District Representative to investigate, settle and resolve contract claims relating to assignees of the contractor as part of due process.

### **SUMMARY & RECOMMENDATION**

At this time, the administration recommends Mr. John Pothast as the District Representative to oversee procurement bid protests.

### Sample Motion:

I move to place Mr. John Pothast as the District Representative to oversee procurement bid protests.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

## CONSENT Item 7X.

### Fleet Fuel Card System

TO: Humboldt Unified School District Governing Board

Item# 7X

FROM:

Cole Young, Assistant Superintendent, Operations

Reading

DATE:

June 9, 2020

Discuss

SUBJECT:

Fleet Fuel Card System

Action

Multi-Term Contract - Diesel Direct West, Inc.

Consent X

**OBJECTIVE:** 

**Board Governance** 

### SUPPORTING DATA:

This contract has not changed since the Board approved it in May of 2019. This is simply the opportunity to revisit and renew what has already been approved. This would be the first renewal of four before going out and issuing a new Request for Proposal for Fleet Fuel Cards, if the board so chooses.

The District issued Request for Proposal (RFP) 20-0606-24 for a multi-year contract to provide the district with a Fleet Fuel Card System. The proposal was legally advertised in the Daily Courier on May 16, 2019, and again on May 23, 2019. In addition, the District also advertised the bid on the AZ Purchasing website and the District's website.

Two (2) sealed proposals were received by HUSD, no later than 2:00 p.m. on June 6, 2019 at the HUSD Business Office. The offerors were Diesel Direct West, Inc. and Bennett Oil.

An evaluation committee convened to evaluate the proposals. The following evaluation criteria were listed in the solicitation and cost was not the deciding factor:

- A. **Responsiveness** Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- B. Cost Lowest Price of Fuel: Namely the bidder/vendors cost of fuel at the most economical point of purchase based on the OPIS (Oil Price Information Service) weekly index average plus \$ (bid) per gallon (which includes all applicable administrative, transportation and regulatory fees, plus profit).
- C. **Logistics** Proximity of fuel location(s) capable of fueling multiple large vehicles at one time as determined by the Transportation Department to be the most cost effective for the District.

It was determined by the evaluation committee that due to the location and accessibility of the fueling stations as well as the availability of multiple pumps, it is most advantageous and in the best interest of the district to award the multi-term contract for a fleet fuel card system to Diesel Direct West, Inc.

### **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board award the multi-term contract to Diesel Direct West, Inc. for the district's fleet fuel card system. The initial contract period was July 1, 2019 through June 30, 2020, with an option for up to four (4) annual renewals, with this renewal being the first of four.

Sample Motion:

I move to renew the multi-term contract award, renewable annually, for the district's fleet fuel card system to Diesel Direct West, Inc.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Ken Fox, Transportation Director

# CONSENT Item 7Y.

### BTO Leadership Academy

TO: Humboldt Unified School District Governing Board Item # FROM: Cole Young, Assistant Superintendent - Operations Reading DATE: June 9, 2020 **Discuss** SUBJECT: Review for approval of Beat the Odds Leadership Academy Action Agreement Consent X **OBJECTIVE:** Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #3: To Increase Parental and Community Engagement Goal #4: To Attract and Retain Highly Effective Employees

### **SUPPORTING DATA**

The Future of Arizona has sponsored the Beat the Odds Leadership Academy. This academy fills a void within our district due to the lack of capacity to build an Aspiring Leadership Academy, a board goal. "In partnership with the National Institute of School Leadership, the Center for the Future of Arizona administers the Beat The Odds School Leadership Academy (hereafter "BTO Academy") working with traditional public school districts and charter school networks to provide executive leadership training to current and aspiring school and district leaders across the state. Leadership training is a key ingredient to improving the quality of education in Arizona. BTO Academy Facilitators deliver a rigorous professional development program for enrolled participants designed to enable school transformation."

"The National Institute of School Leadership (hereafter "NISL/Criterion") is a leading provider of high quality, research-based leadership executive development programs (EDP) designed to give district and school leaders the critical knowledge, skills, and tools they need to be instructional leaders and improve student achievement in their schools."

This agreement includes the scope of work covered within the program. This agreement has no cost to the District. Gear Up of Arizona has sponsored half the tuition for two cohorts to attend this Academy and the Forest Fee Management Association has covered the remaining 50% of the cost to attend. The cost being covered for each participant is \$10,000. With the support of the FFMA and Gear Up, HUSD has the opportunity to send 19 current and potential leaders through this Academy, eight in cohort one and eleven in the second cohort.

This agreement runs through September 2021, expiring when the two cohorts are finished with the scope of work outlined within. As a District, we can then reevaluate the needs of the District and how the BTO Leadership Academy fits into the future vision.

### **SUMMARY & RECOMMENDATION**

It is the recommendation of the administration to approve the letter of agreement involving the Center for the Future of Arizona | Beat The Odds School Leadership Academy.

### **Sample Motion**

I move to approve the letter of agreement involving the Center for the Future of Arizona | Beat The Odds School Leadership Academy.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

Letter of Agreement No. 010-2020-03

### Between

Center for the Future of Arizona | Beat The Odds School Leadership Academy in partnership with the National Institute for School Leadership/Criterion Education, LLC

and

**Humboldt Unified School District** 

Effective Date: June 1, 2020

### **PURPOSE OF AGREEMENT:**

This Letter of Agreement (hereafter "Agreement") is entered into between the Center for the Future of Arizona (hereafter "CFA") and the Humboldt Unified School District (hereafter "HUSD") for the purpose of participating in and supporting the Beat The Odds School Leadership Academy.

### BACKGROUND:

In partnership with the National Institute of School Leadership, the Center for the Future of Arizona administers the Beat The Odds School Leadership Academy (hereafter "BTO Academy") working with traditional public school districts and charter school networks to provide executive leadership training to current and aspiring school and district leaders across the state. Leadership training is a key ingredient to improving the quality of education in Arizona. BTO Academy Facilitators deliver a rigorous professional development program for enrolled participants designed to enable school transformation.

The National Institute of School Leadership (hereafter "NISL/Criterion") is a leading provider of high quality, research-based leadership executive development programs (EDP) designed to give district and school leaders the critical knowledge, skills, and tools they need to be instructional leaders and improve student achievement in their schools.

### TERM OF AGREEMENT, TERMINATION AND AMENDMENTS:

The term of this Agreement shall begin on the Effective Date indicated above and expire on **September 30, 2021**. This Agreement, along with the Scope of Work, constitutes the entire and sole agreement between the parties.

The term may be extended by written mutual consent of the parties, which includes a revised Scope of Work. There shall be no modifications or amendments of this Agreement, except in writing, executed with the same formalities as the Agreement.

### **DESCRIPTION OF SERVICES:**

As outlined in Exhibit A: Scope of Work| Price and Payment Schedule, CFA will lead the BTO Academy with the partner organization in partnership with NISL/Criterion. The nationally recognized NISL Executive Development Program improves the practice of leadership as well as transforms instruction and student achievement in schools. The program curriculum is evidenced-based and locally delivered in a cohort model over 12 two-day units, delivered in 12-15 months. The face-to-face training is bridged with online coursework, readings, and job-embedded application of key concepts. Full collaboration and engagement of partner participants is critical.

### MATERIALS:

NISL/Criterion reserve copyright on all EDP materials; items may not be copied or otherwise reproduced without written permission of NISL/Criterion. All participants must comply with the NISL/Criterion Materials Agreement via the EDP online portal. In no event may the training materials be sublicensed, modified, sold or transferred.

### AGREEMENT EXECUTION:

The parties, by their duly authorized representatives, have caused this agreement to be executed as of the effective date noted above.

Center for the Future of Arizona		Humboldt Unified School District	
Ву:		Ву:	
	(Signature)	nogo takan	(Signature)
Date:		Date:	
Name:	Dr. Sybil Francis	Name:	Cole Young
Title:	President & CEO	Title:	Assistant Superintendent
Address:	541 E Van Buren St, Ste B5 Phoenix, AZ 85034	Address:	6411 N Robert Road Prescott Valley, AZ 86314
Phone:	602.496.1360	Phone:	928-759-4000
Email:	Sybil.Francis@arizonafuture.org	Email:	NEED
EIN:	82-0538372	EIN:	NEED
Additiona l Contact:	Katy Cavanagh, PH 602-496-0294 Katy.Cavanagh@arizonafuture.org	Addition al Contact:	NEED

### EXHIBIT A: Scope of Work | Price and Payment Schedule

### CENTER FOR THE FUTURE OF ARIZONA:

- Administer the BTO Academy in partnership with NISL/Criterion, implementing the NISL EDP utilizing only NISL-certified EDP facilitators
- BTO Academy training sessions will consist of 12, two-day face-to-face sessions which cover each unit of the curriculum included in the design and sequence of the NISL EDP.
   Full Curriculum:
  - Course 1: World-Class Schooling: Vision and Goals
    - Unit 1: The Educational Challenge
    - Unit 2: The Principal as Strategic Thinker
    - Unit 3: Elements of Standards-Aligned Instructional Systems
  - Course 2: Focus on Teaching and Learning
    - Unit 4: Foundations of Effective Learning
    - Unit 5: Leadership in the Instructional Core—English Language Arts and History
    - Unit 6: Leadership in the Instructional Core—Science and Math
    - Unit 7: Coaching for High Quality Teaching
  - Course 3: Sustaining Transformation through Capacity and Commitment
    - Unit 8: Promoting the Learning Organization
    - Unit 9: Teams for Instructional Leadership
    - Unit 10: Ethical Leadership for Equity
    - Unit 11: Driving and Sustaining Transformation
    - Unit 12: Final Case Simulation and Presentations
- Provide each participant with the NISL/Criterion materials (case studies) required for the curriculum, as well as access to the NISL the online component of the curriculum.

### PARTNER:

- Ensure participation by the participants chosen for the BTO Academy. Full and enthusiastic participation is essential to the success of the program.
- Identify a district leader participating in the BTO Academy cohort to act as the liaison with CFA BTO Facilitators and staff to ensure details of the location, communication, technology and supplies are arranged and managed.
- Arrange scheduling and provide, at its own expense, meeting facilities at no charge to CFA for all face-to-face trainings. Internet access must be provided in the training rooms in which the program is to be delivered.
- Register each participant with CFA by delivering, with respect to each Participant:
  - o Name, position, address, phone number, email address
  - User ID and password chosen by the participant in connection with their utilization of the NISL web site.
  - Copy of the NISL/Criterion Materials Agreement executed by the participant.
- Confirm that each participant has access to a web-enabled computer (preferably a laptop) sufficient to permit access and use of the online materials provided via the online portal.
- Make diligent efforts to ensure that the participants do not violate the terms of the NISL/Criterion Materials Agreement, and cooperate with NISL to limit damage of any such violation.

### PRICE AND CANCELLATION:

CFA agrees to provide, as indicated, the following services:

Description	# of Participants	Unit Price*	Total
Executive Development Program	10	\$10,000.00	\$100,000.00
CFA Investment of Grant Funding	10	(\$5,000.00)	(\$50,000.00)
Yavapai County Education Service Area Investment/Forest Fee Management Assoc	10	(\$5,000.00)	(\$50,000.00)
	Committee of the same of the s	TOTAL	\$0.00

<sup>\*</sup>Unit Prices quoted herein are applicable only to this offering.

**NOTE:** If a BTO Academy participant drops out of the program prior to completion of Unit 3, the partner is responsible for 50% of the fee AND for providing written documentation of the cancellation to accountspayable@arizonafuture.org. If a BTO Academy participant drops out of the program after completion of Unit 3, the partner is responsible for 100% of the fee.

\_\_\_\_\_INITIAL to acknowledge price and cancellation requirements

## CONSENT Item 7Z.

### YUEBT Trustee

TO: Humboldt Unified School District Governing Board Item # 7 2

FROM: Dr. Daniel Streeter, Superintendent Reading

DATE: June 9, 2020 Discuss

SUBJECT: Appointment of Humboldt USD employee to position of Action

Trustee for the Yavapai Unified Employee Benefit Trust

(YUEBT) Consent X

OBJECTIVE: Board Governance

### **SUPPORTING DATA:**

Each member organization, Humboldt Unified and Prescott Unified School Districts, nominates one employee to serve as a Trustee for the Yavapai Unified Employee Benefit Trust.

Cynthia Windham, who has served in this role, resigned her position with HUSD in March 2020.

### **SUMMARY & RECOMMENDATION:**

It is recommended that the HUSD Governing Board appoint an employee to serve as a Trustee to YUEBT through the claims run-out period.

### Sample Motion:

I move to appoint Arthur (Roger) Studley to serve as the Humboldt Unified School District Trustee to Yavapai Unified Employee Benefit Trust beginning on June 10, 2020.

Approved for transmittal to the Governing Board

Dr. Daniel Streeter, Superintendent

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

# CONSENT Item 7AA.

Gifts & Donations

### GIFTS & DONATIONS - June 9, 2020

Jacque & Richard Arthur
5115 N. Desert Lane, Prescott Valley
Donated 200 COVID-19 (PPE) Face Marks to Humboldt USD for use in all District sites
With a donor's value of \$1,000

Mr. & Mrs. Gheral Brownlow 4819 N. Viewpoint Drive, Apt. A, Prescott Valley Donated \$100 for the COVID-19 Child Meal Program

Michael & Margreta Jawetz 858 Forest Avenue, Palo Alto, CA Donated \$100 in memoriam of Terry Surguine to Mountain View Elementary School

Karen Nelson-Thomsen
P.O. Box 118, Lewis, CO
Donated \$500 for the COVID-19 Child Meal Program

T-Mobile USA Inc. 12920 SE 38 Street, Bellevue, WA Donated \$5,500 to the COVID-19 Child Meal Program

Rita White P.O. Box 158, Humboldt Donated \$75.95 to the Cafeteria Angel Fund

# DISCUSSION Item 8A.

Bond / Override Discussion

TO:

Humboldt Unified School District Governing Board

Item #

A

FROM:

Dr. Daniel Streeter, Superintendent

Reading

DATE:

June 9, 2020

Discuss x

SUBJECT:

Bond / Override Discussion

Action

Consent

OBJECTIVE:

Goal #2: Focus on Planning for Future Student Needs

### **SUPPORTING DATA**

Superintendent Streeter and the Governing Board will discuss the potential for and impact of a maintenance and override (M&O) and/or bond ballot initiative.

### **SUMMARY & RECOMMENDATION**

### **Sample Motion**

N/A

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Daniel Streeter, Superintendent (928)759-4000

## DISCUSSION Item 8B.

### YCEF Mini-Grant Presentations

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

FROM: Dr. Rob Bueche, Executive Director- Federal Reading

Programs and School Innovation

DATE: 6/9/2020 Discuss X

SUBJECT: Yavapai County Education Foundation Mini-Grant Action

Recipient Presentation

Consent

OBJECTIVE: Goal #2: Focus on planning for future student needs

### **SUPPORTING DATA:**

Each year, the Yavapai County Education Foundation (YCEF) puts out applications for a classroom and schoolwide mini-grant so the teachers can innovate and offer the best educational opportunities for their students. Humboldt Unified School District received a total of 10 mini-grants from the Yavapai County Education Foundation during the 2019-2020 school year grant cycle.

Coyote Springs Elementary School had 2 grant recipients, Yvonne Berry and Dianne Tennant-Rucker; further, the school applied for and was awarded a site grant by YCEF. Additionally, Mountain View Elementary School had 1 grant recipient, Krista Bell. Finally, Glassford Hill Middle School had 1 grant recipient, Sondra Davis. Given the complexities of doing a full presentation to the Governing Board amidst the COVID 19 pandemic and based on guidance from the Yavapai County Education Foundation, these grant recipients have recorded a presentation to the Governing Board outlining the grant's purpose and goal, as well as the outcome from their awards.

### **SUMMARY & RECOMMENDATION:**

Board members will hear presentations and have an opportunity to comment on grant funds received from the Yavapai County Education Foundation mini-grant recipients, in accordance with the reporting requirements set forth in the grant terms and conditions.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

# DISCUSSION Item 8C.

### Pandemic Preparedness Plan

TO:

Humboldt Unified School District Governing Board

Item# 8

8C

FROM:

Dr. Daniel Streeter, Superintendent

Reading

DATE:

June 9, 2020

Discuss x

SUBJECT:

Pandemic Preparedness Plan

Action

Consent

**OBJECTIVE:** 

Goal #2: Focus on Planning for Future Student Needs

#### **SUPPORTING DATA**

Superintendent Streeter and the Governing Board will discuss the current pandemic and Humboldt Unified School District's process, as well as plans moving forward.

#### **SUMMARY & RECOMMENDATION**

#### **Sample Motion**

N/A

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Daniel Streeter, Superintendent (928)759-4000

# DISCUSSION Item 8D.

# First Reading - Policy GCL

TO: Humboldt Unified School District Governing Board

Item# 8D

FROM:

Dr. Daniel Streeter, Superintendent

Reading X

DATE:

June 9, 2020

**Discuss** 

SUBJECT:

First Read of proposed changes to policy GCL-R

PROFESSIONAL STAFF SCHEDULES AND CALENDARS

Action

Consent

OBJECTIVE: Be

**Board Governance** 

#### **SUPPORTING DATA**

Policy GCL outlines expectations for professional staff schedules and calendars. The Meet and Confer Committee, Humboldt Education Association, and the administration worked to provide further guidance with regards to professional staff schedules by adding Policy GCL-R. Regulations are developed to provide specific procedural steps for carrying out policies.

Policy GCL-R provides further specifications with regards to duty free lunch periods and preparation periods. The recommendation of Policy GCL-R comes to the Governing Board with unanimous support by each of the groups involved in the planning.

#### **SUMMARY & RECOMMENDATION**

#### **Sample Motion**

No motion - First Reading

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Daniel Streeter, Superintendent, 759-5007

## GCL PROFESSIONAL STAFF SCHEDULES AND CALENDARS

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities.

Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned. Family members are not allowed in teacher work areas during scheduled duty hours.

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly. Teachers may be compensated for using preparation time to perform substitute duties for an absent colleague.

Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Superintendent.

Adopted: date of Manual adoption

LEGALREF.: A.R.S. 15-521

CROSSREF .:

<u>GCMF</u> -Professional Staff Duties and Responsibilities JLIA- Supervision of Students

353

#### GCL-R

#### REGULATION

#### PROFESSIONAL STAFF SCHEDULES

#### AND CALENDARS

#### (Daily Schedule)

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities. Any exceptions to the established arrival and departure time for staff members must be authorized by the supervisor.

Each professional staff member will be scheduled for at least a 30-minute duty-free lunch period each day unless contravening circumstances arise. Teachers may be compensated for using preparation time to perform substitute duties for an absent colleague. Each teacher will be scheduled for at least a 35-minute preparation period five (5) days a week unless contravening circumstances arise. Contravening circumstances include, but are not limited to, early release and late start schedules. Teachers shall use this time; when students are not directly assigned to them; for preparation purposes; special student instruction; teacher/parent, teacher/teacher or teacher/principal conferences.

# DISCUSSION Item 8E.

# First Reading - Policy GCCG

TO: Humboldt Unified School District Governing Board Item # P E

FROM: Cole Young, Assistant Superintendent - Operations Reading X

SUBJECT: First Read of proposed changes to policy GCCG Action

PROFESSIONAL / SUPPORT STAFF VOLUNTARY

TRANSFER OF ACCRUED SICK LEAVE Consent

**Discuss** 

OBJECTIVE: Board Governance

June 9, 2020

#### **SUPPORTING DATA**

DATE:

The sick bank Policy GCCG has been reevaluated due to the change in health benefit providers over this past year. In policy GCCG, it is established that the Governing Board may rescind the establishment of the sick bank at the close of the fiscal year, if it deems it in the best interest of the District.

Sick Bank was originally set up to assist employees bridge the time out of work until they could reach short-term disability. Under our past providers, this was an employer-paid benefit that activated after being out of work for 90 days. By policy, an employee had to use their own benefit for the first ten days and after the first ten days, up to 80 days of sick bank could be applied for to get the employee to the 90 days where short-term disability would begin. Under our new health provider, short term disability is no longer paid by the district, but provided as a voluntary add-on to our insurance options, paid by the employee. Currently, if an employee were to purchase short-term disability, it activates on the 15th day of being out of work and provides coverage until long-term disability would be accessed, depending on the medical condition. It is not financially feasible for the District to cover employees who chose not to purchase the short-term disability through our current health benefit provider to cover expenses up to 180 days through our current sick bank.

#### **SUMMARY & RECOMMENDATION**

In surveying Districts of similar size and discussing this program with legal counsel, reviewing it with Meet and Confer who then shared it with their respective staffs it is the recommendation of the administration due to the hardship and financial obligations of the current sick bank and the change in benefits concerning short term disability that policy GCCG Professional/Support Staff Voluntary Transfer of Accrued Sick Leave be replaced with a policy that allows employees to voluntarily transfer accrued sick days beginning the 2020-2021 school year. The attached policy outlines the district's role in managing the logistics of eligibility and limitations of such a program.

#### Sample Motion

No motion - First Reading

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

#### GCCG

## PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

A sick leave bank has been established to provide a benefit to employees. This benefit is open to all employees who accrue sick leave. This plan is on a voluntary, participatory basis as defined below.

#### **Enrollment**

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Any eligible contracted employee may participate in the sick leave bank by contributing one (1) accumulated sick leave day annually, with an accumulation of no more than six (6) days total. Enrollment shall be open during the benefits normal open enrollment period. Note: These dates may be adjusted according to new school year calendars.

#### Governance¶

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The sick leave bank is established by the Governing Board and may be reseinded at the close of any fiscal year, as the best interests of the District are determined by the Board.

The operation and governance of the sick leave bank shall be under the discretion of a selected committee, composed of one (1) member, certified or classified from each site location within the District. The Sick Leave Bank Committee will be elected annually at the end of the enrollment period from a list of volunteers that are current members of the Sick Leave Bank. In addition, the Superintendent or appointed designee shall serve as a non-voting member of the committee, except in the event of a tie, at which time the Superintendent or appointed designee will east the deciding vote. If a vacancy should occur before the member's term has expired, the replacement shall be by election. The committee will meet within five (5) days of a sick bank request to decide if bank days will be granted. Committee members may not vote on sick bank requests submitted by employees from their came work site.

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#### Qualifications for Benefit

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Any employee who is a member of the sick leave bank, as described above under "Enrollment," may apply to the Benefits Goordinator based upon the following criteria: "

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• The employee must fill out a Sick Leave Bank Request Form. The request form must be accompanied by a dector's statement confirming the cause of the illness or injury and the need for the employee to remain absent from work, or appropriate documentation as defined in A.R.S. 23 373(G)(I). The Sick Leave Bank Committee will review all application requests for approval.

H

 Benefits may not begin until the eleventh (11th) work day missed after the approved date of eligibility. Sick bank requests must be made within ten (10) days from the first date of an extended absence. Sick bank requests made after the ten (10) days will not be eligible for retreactive pay from the sick bank. Employees will not accrue leave (sick, personal, vacation) while accessing the sick leave bank. If

- The sick bank will reimburse at a rate of sixty six percent (66%) of an employee's eligible leave pay (daily rate). An employee may use accumulated leave (sick, vacation, personal) to supplement the sick bank up to one hundred percent (190%) of their eligible pay (daily rate) while on a sick leave bank absence.
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- The employee must have an extended illness or disability. Sick leave bank days will be limited to a total amount of eighty (80).
- Sick leave bank days will not be granted for absence due to pregnancy, childbirth, adoption, elective procedures, or workers' compensation claims.
- An employee may not request sick leave bank days for absences due to a family member's illness/disability, et cetera.
- When an employee returns to work after using sick leave bank days, their next sick day accrual will automatically be taken for the bank. In order to remain in the Sick Leave Bank, the employee will re-contribute one (1) sick day annually with an accumulation of no more than six (6) days or the number of days previously used from the Sick Leave Bank.

Adopted: July 9, 2019¶
LEGAL REF.:¶
A.G.O.¶
I91 027

## GCCG PROFESSIONAL STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

(Medical Leave Assistance Program)

Employees who have depleted their accrued sick and vacation leave as a result of their serious illness or injury, or that of a family member, may request access to the Medical Leave Assistance Program by submitting the request form to the Human Resources Department, asking to receive donations of sick leave from other employees so they may receive income during their period of serious illness or injury.

The donor employee may donate sick leave only if the donor employee has thirty (30) days or more of accumulated leave and the donor employee may donate no more than five (5) days of sick leave in any contract year. Members of the same family employed by the District, may donate additional days of sick leave to a family member employed by the District, as long as the giving party retains a minimum of thirty (30) days of sick leave.

All donated leave becomes the permanent property of the receiving employee(s). All unused leave will be retained by that employee and will not be returned or reimbursed to the donor employee. Days of leave, not the actual wage of the donor employee, will be donated. Donations to the employee's immediate supervisor will not be allowed.

No employee shall be eligible for the Medical Leave Assistance Plan after the employee qualifies for long-term disability coverage.

Adopted: LEGAL REF.:

A.G.O. 191-027

#### GCCG-EA

**EXHIBIT** 

### PROFESSIONAL STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

#### MEDICAL LEAVE ASSISTANCE PLAN REQUEST

Please read carefully the requirements for participation in the Medical Leave Assistance Plan listed below. Sign and submit the request to the Assistant Superintendent, along with the verification of serious illness or injury form signed by your licensed health care practitioner.

Tip:	and imposs of injury form signed by your fice	enseu nealth care practitioner.
Em	ployee Name	Date
Sch	ool/Department	Position
l rec	quest to participate in the Medical Leave As	ssistance Plan and verify the following:
	I have depleted my discretionary, ac serious illness or injury.	ccrued, personal and/or vacation leave as a result of a
	anticipated to last for the continuous pe	rinjury" is defined as a "non-work related illness that is priod of time of four (4) weeks or more as verified by my childbirth is not considered a serious illness.)
	3. I understand that any donated leav returned if unused.	ve will become my permanent property and will not be
	4. I understand I do not qualify for this plant	an once I qualify for long-term disability.
	5. I give my permission, if necessary, additional information and/or documentation	for the Assistant Superintendent to verify or request ion from the office of my attending health practitioner.
	6. Based on the latest medical prognosis	s, I anticipate I will need days.
	7. I understand that it is possible for my r may be made aware of my need.	need for sick leave to be posted so that other employees

Check one (1) of the follo	owing:	
I request that n	ny need for sick leave be po	osted in schools/departments.
I do not wish the people wishing to donate	nat my need for sick leave be must do so within ten (10)	pe posted in schools/departments. I understand that working days of the approval of the request.
Employee Signature		Date
Asst. Superintendent		Date
Approved	Disapproved	

# ACTION Item 9A.

## Pronghorn Land Exchange

Bank a property of the content of the first head to the first by the best of the per year of the per the content of the conten

TO: Humboldt Unified School District Governing Board

Item #

9 A

X

FROM:

Dr. Daniel Streeter, Superintendent

Reading

DATE:

June 9, 2020

**Discuss** 

SUBJECT:

Land Exchange Request from Antelope Village LLC

Action

Consent

**OBJECTIVE:** 

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

**SUPPORTING DATA** (as presented for discussion at the December 8, 2016 Governing Board meeting)

On October 7, 2015 the District received a letter addressed to the Governing Board President from Ben Snyder, manager for Antelope Village LLC and co-owner for Pronghorn Development LLC. The letter referenced the District's middle school site located in the Pronghorn subdivision. On February 13, 2006, Antelope Village LLC conveyed Tract 55 of Pronghorn Ranch to the Town of Prescott Valley for the use of a future school site. On March 23, 2006, the Town of Prescott Valley subsequently deeded the property to the Humboldt Unified School District. Mr. Snyder's letter requested that the District deed the land back to Antelope Village LLC for development under the impetus that, "the school district does not plan to build this school."

During Governing Board meetings in December, 2015 and January, 2016, the Governing Board asked the developer to identify an alternative piece of land that could be deeded to the district as a part of a land exchange. The discussion around this topic acknowledged that the current piece of property would most likely not be needed for a school, but in planning for the future the Governing Board wanted to have an alternative piece of land in the event enrollment trends demonstrate a need.

All supporting documentation has been reviewed by legal counsel.

#### **SUMMARY & RECOMMENDATION**

The proposed land is nearly identical to the existing land, being contiguous, and similar topography other than it does not have any unusable drainage areas like the existing property. In regards to any pre-work needed for the proposed land, it would be similar to the existing property, however, the existing property would obviously require the need to plan around the existing unusable drainage area.

#### Sample Motion

I move to approve the proposed land exchange between the Humboldt Unified School District and Antelope Village LLC as stated in the documents attached to and incorporated with the Agenda for this meeting. This approval is subject to and conditioned on compliance with all State, Yavapai County and Town of Prescott Valley laws, rule, regulations and ordinances. The Humboldt Unified School District Superintendent is authorized to sign all documents and take any other necessary and appropriate actions to complete the land exchange.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Dr. Streeter, 759-5007

### Pronghorn Land Exchange Critical Questions

1) Why is the developer requesting the exchange of properties, in other words, why is the existing property better for him than the proposed swapped land? If we were to use the new land in the future, how is it different than the existing land. Topography, need for pre-work before building?

At the time that Antelope Village actually deeded the property, it was not officially compulsory, but Antelope Village did it as an act of goodwill. We last met with the Board and requested it be returned for non-use and we were told if we could find an alternative property the Board would do an exchange. The existing property is already a part of Pronghorn Ranch due to the efforts of Antelope Village LLC many years ago which makes it much easier to include within the master plan.

The reason the existing property is able to be developed by Antelope Village is because it was part of the original master plan whereas the proposed property that we found to exchange is not part of the master plan and therefore could not be included in Pronghorn Ranch, which is what Antelope Village owns and controls.

The proposed land is nearly identical to the existing land, being contiguous, and similar topography other than it does not have any unusable drainage areas like the existing property. In regards to any pre-work needed for the proposed land, it would be similar to the existing property, however, the existing property would obviously require the need to plan around the existing unusable drainage area.

2) What is the vehicle/bus access to the new property vs. the current? Will any modifications need to be made?

The access to the property will still be Park View, plus the proposed property has the added benefit for the school of additional access through Coyote Springs via Smitty's Place.

Any modifications will be similar to any that would be needed for the existing property.

3) Is the new piece of property buildable and not in a flood plain?

The property is not in the flood plain according to the County. The Title documents provided in escrow will be sufficient to confirm this.

4) Is 20 acres large enough for an Elementary, Middle, or K-8 school, respectively? Please address each.

The state of Arizona sets minimum standards at 5 acres for elementary schools +1 acre for each 100 pupils and 10 acres for secondary schools +1 acre for each 100 pupils. As

such, the acreage would be appropriate for an elementary school, K-8 school, and middle school. It would not be large enough for a high school. This information comes from the American Planning Association's School Site Selection report.

5 ) Is the proposed land within our district map, and within the Town of Prescott Valley?

The proposed land is within the HUSD district, but not within the Town of Prescott Valley.

5) Are utilities in place for either piece of land at this time?

Utilities are all nearby and relatively the same distances as the properties are contiguous.





Current 19.86 usable acres for school site given to HUSD by Antelope Village LLC via the Town of Prescott Valley in 2005



New Proposed 20 usable acres for school site in exchange for current school site with Antelope Village LLC.



#### **AGREEMENT**

Land Swap

THIS AGREEMENT effective this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between Antelope Village, LLC, an Arizona limited liability company, hereinafter termed "Antelope Village," and Humboldt Unified School District No. 22 of Yavapai County, a unified school district and political subdivision of the State of Arizona, hereinafter termed "HUSD".

#### **RECITALS:**

I. Antelope Village currently holds title to real property located in Yavapai County, Arizona, legally described as:

The West half of the Northwest quarter of the Northwest quarter of Section 25, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona,

Subject to: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

hereinafter the "Antelope Property".

II. HUSD currently holds title to real property located in Yavapai County, Arizona, legally described as:

Tract 55 of PRONGHORN RANCH XI according to the plat of record in the office of the County Recorder of Yavapai County Arizona Recorded in Book 52 of Maps and Plats pages 15 through 18.

Excepting therefrom all oil and gas coal and minerals as reserved in instruments recorded as Book 104 of Deeds page 81 as Book 192 of Deeds page 415 and as Book 115 of Official Records page 577.

hereinafter the "HUSD Property".

- III. Pursuant to that certain Development Agreement dated May 11, 2000, Antelope Village previously conveyed the HUSD Property to the Town of Prescott Valley for use as a school site.
- IV. Both the HUSD Property and the Antelope Property are vacant land and have not been developed.
- V. The Antelope Property and the HUSD Property are like-kind properties and of equal value; and are similarly situated and of similar size.
  - VI. Antelope Village can make better use of the HUSD Property, and HUSD can make better use of the Antelope Property.

VII. Antelope Village and HUSD desire to substitute the HUSD Property with the Antelope Property for the school site.

For the consideration and covenants set forth herein, it is hereby agreed as follows:

#### AGREEMENT:

- 1. **RECITALS INCLUDED HEREIN**. The Recitals set forth above are incorporated herein as though fully set forth at this point.
- 2. Antelope Village shall convey by Special Warranty Deed, in the form attached hereto as Exhibit A, the Antelope Property to HUSD; and HUSD shall convey by Special Warranty Deed, in the form attached hereto as Exhibit B, the HUSD Property to Antelope Village.
- 3. **CONDITION OF PROPERTY**. The Antelope Property and the HUSD Property shall be conveyed As Is and Where Is.
- 4. TAXES AND ENCUMBRANCES. Any real property taxes shall be prorated as to each party's particular property as of the date of the subject conveyances. Any other monetary encumbrances against the Antelope Property shall be paid and satisfied by Antelope Village prior to conveyance to HUSD; and any other monetary encumbrances against the HUSD Property shall be paid and satisfied by HUSD prior to conveyance to Antelope Village.
- 5. WARRANTIES OF SELLER. Each party warrants and represents that it is the title holder of and has good and marketable title of their respective real properties and can be conveyed, free from any monetary encumbrances other than real property taxes.
- 6. TITLE AND ESCROW. At the time of conveyance, title to the Antelope Property and the HUSD Property shall be good and marketable, free and clear of all liens, encumbrances, restrictions, easements, leases, tenancies, claims or liens by contractors, subcontractors, suppliers, and materialmen, leases, or restrictions of any kind, but specifically excepting the Permitted Encumbrances (as hereafter defined).

together with copies of all documents constituting exceptions to the title as reflected in the Title Commitment. Each party shall have five (5) days after receipt of the Title Commitment to examine the Title Commitment and to provide written objections to the other party of any objections to title or survey (the "Objections"). If any party does not timely deliver to the other

party the Objections, then that party shall be deemed to have accepted title without objection except for the Monetary Encumbrances (as defined below). As used herein, the term "Monetary Encumbrances" shall mean (1) any mortgage or deed of trust or other monetary lien voluntarily granted or expressly assumed and encumbering the property, (2) any and all judgment liens encumbering the property, (3) any lis pendens, levy, attachment, or writ of attachment, (4) any and all local, state, and federal tax liens encumbering the property (except for real estate tax liens securing amounts that are not yet due and payable), and (5) any and all mechanic's or supplier's liens encumbering the property arising from work performed or materials furnished at the property. All Monetary Encumbrances (whether or not the subject of an Objection) shall be satisfied by the closing. Within five (5) days after receipt of Objections, the receiving party shall provide to the other party written notice of the receiving party's unwillingness or willingness to cure any Objection. If a party does not deliver notice of its unwillingness to cure any Objection within five (5) days, the other party shall be entitled to terminate this Agreement by written notice; or (ii) waive the Objections and continue the transaction contemplated by this Agreement. If a party fails to give timely notice of its election to terminate, the Objections shall be deemed to be "Permitted Encumbrances".

The costs of escrow shall be shared equally between Antelope Village and HUSD.

- 7. **DEFAULT AND REMDEDIES**. In the event of breach of or default under this Agreement, either party shall be entitled to enforce all remedies provided at law or in equity.
- 8. **ATTORNEY'S FEES AND COSTS OF ENFORCMENT.** Should either party be required to consult or engage attorneys to represent them in regard to the enforcement of any material breach of this Agreement, the prevailing party shall be entitled to, and the non-prevailing party shall be responsible for, the payment of all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees and any expert witness fees.
- 9. **ENTIRE AGREEMENT**. This Agreement constitutes the sole and only agreement between Antelope Village and HUSD as to each other in regard to the subject properties. Any agreements or representations not expressly set forth in this Agreement as of the date of close of escrow are null and void. All warranties, covenants and representations made by the parties to this Agreement shall survive the closing.
- 10. TIME OF ESSENCE. Time is of the essence in this contract.

- 11. **PARTIES IN INTEREST**. This contract shall inure to the benefits of and be binding upon the heirs, personal representatives, successors and survivors of the respective parties hereto.
- 12. **ARIZONA LAW.** Should any dispute arise concerning the terms of this contract, these terms shall be construed and governed by the laws of the State of Arizona with venue in Yavapai County.
- 13. **TITLES**. The titles which are used following the number of each paragraph are so used only for convenience in locating provisions of this contract and shall not be deemed to affect the interpretation or construction of such provisions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective on the day and year first above written.

Ву	Date:
Name:	Title:
HUSD	
By	Date:
Name:	Title:

Antelope Village, LLC

#### SPECIAL WARRANTY DEED

For the consideration of TEN DOLLARS (\$10.00), and other valuable consideration,

Antelope Village, LLC, an Arizona limited liability company (Grantor)

does hereby convey to:

Humboldt Unified School District No. 22 of Yavapai County, Arizona, a unified school district and political subdivision of the State of Arizona (Grantee)

the following real property, situated in Yavapai County, Arizona:

The West half of the Northwest quarter of the Northwest quarter of Section 25, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona,

Subject to: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record

Grantor does specially warrant the title subject to the matters set forth above but only binds itself and its successors to warrant the title as against its acts and none other.

Grantor:	
Antelope Village, LLC	
By:	Tarend School Justice
STATE OF ARIZONA ) ) ss. County of Yavapai )	
Acknowledged to before me this day of	2020 by
In witness whereof, I hereunto set my hand and official seal	nifygn tak ognus tid frifostoriy je
My commission expires:	Notary Public

SPECIAL WAR	RANTY DEED
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For the consideration of TEN DOLLARS (\$10.00), and other valuable consideration,

Humboldt Unified School District No. 22 of Yavapai County, Arizona, a unified school district and political subdivision of the State of Arizona (Grantor)

does hereby convey to:

Antelope Village, LLC, an Arizona limited liability company (Grantee)

the following real property, situated in Yavapai County, Arizona:

Tract 55 of PRONGHORN RANCH XI according to the plat of record in the office of the County Recorder of Yavapai County Arizona Recorded in Book 52 of Maps and Plats pages 15 through 18.

Excepting therefrom all oil and gas coal and minerals as reserved in instruments recorded as Book 104 of Deeds page 81 as Book 192 of Deeds page 415 and as Book 115 of Official Records page 577.

Grantor does specially warrant the title subject to the matters set forth above but only binds itself and its successors to warrant the title as against its acts and none other.

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Notary Public

# Personnel Item 10A.

## New Executive Director of Operations

Item# 10 A TO: Humboldt Unified School District Governing Board FROM: Cole Young, Assistant Superintendent - Operations Reading DATE: June 9, 2020 **Discuss** SUBJECT: Approval of Mr. Kort Miner as the 2020-2021 Executive Action X **Director in Charge of Operations** Consent **OBJECTIVE:** Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees

#### **SUPPORTING DATA**

A Search Committee was convened to interview three (3) highly qualified candidates for the Executive Director of Operations position. Prior to the interviews, a total of eight (8) applications were paper-screened for the position.

The committee had certified staff, classified staff, and administrative representation. Members included: Dr. Daniel Streeter, Superintendent, Mr. Rich Adler, Board Vice President, Stephanie Rowe, Bright Futures Preschool Director, Aimee Fleming, Lake Valley Principal, Ken Fox, Transportation Director, Candice Blakely-Stump, Coyote Spring Elementary Principal, Jody Buckle, Director of Food and Nutrition, and Cole Young, Assistant Superintendent. Upon completion of the interviews, the committee's choice for the position was Mr. Kort Miner.

The committee's recommendation was left with Dr. Streeter for consideration and possible recommendation to the Governing Board. Dr. Streeter and Governing Board President Mr. Ryan Gray then interviewed Mr. Miner and have made it their recommendation to the Board to hire Mr. Kort Miner for the position of Executive Director of Operations.

The committee's recommendation to the Governing Board is to name Mr. Kort Miner the Executive Director of Operations. Mr. Miner has 17 years of classroom teaching experience as well as 12 years of building level administrative experience. For the past eight years he has served as principal at Bradshaw Mountain High School. Additionally, Mr. Miner has been involved with numerous district committees including the Superintendent's Advisory Committee, Technology, Meet and Confer, Student Information System Selection, Procurement Teams, and Teacher and Principal Evaluation. Mr. Miner has been equally visible in the community working with Prescott Area Leadership, Prescott Valley Chamber of Commerce, and the Prescott Valley Town Council.

#### **SUMMARY & RECOMMENDATION**

The Search Committee and Mr. Gray support the recommendation that Mr. Miner be approved as the new Executive Director of Operations for the Humboldt Unified School District.

#### **Sample Motion**

I move to approve the employment of Mr. Kort Miner as the new 2020-2021 Executive Director of Operations.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

# Personnel Item 10B.

## Bradshaw Mountain High School Principal

TO: Item # Humboldt Unified School District Governing Board FROM: Cole Young, Assistant Superintendent - Operations Reading DATE: June 9, 2020 **Discuss** SUBJECT: Approval of Mr. Brett Dahl as the New 2020-2021 Principal of Action X Bradshaw Mountain High School Consent OBJECTIVE: Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees

#### **SUPPORTING DATA**

A Bradshaw Mountain High School Search Committee was convened to interview two (2) highly qualified candidates for the open Bradshaw Mountain High School principal position. Prior to the interviews (8) applications were paper-screened for the position.

The committee had certified staff, classified staff, and administrative representation. Members included: Dr. Dan Streeter, Superintendent, Laura Goligoski, BMHS Assistant Principal, Mr. Dave Capka, BMHS CTE Director. Upon completion of the interviews, the committee's unanimous choice for the Bradshaw Mountain High School principal position was Mr. Brett Dahl.

The committee's recommendation was left with Dr. Streeter for consideration and possible recommendation to the Governing Board. Dr. Streeter and Governing Board President Mr. Ryan Gray then interviewed Mr. Dahl and made it their recommendation to the Board to hire Mr. Brett Dahl for the principal position at Bradshaw Mountain High School.

Brett began his teaching career at Bradshaw Mountain High School in 1999. During his teaching career at BMHS he served as a science teacher, department chair, AVID program leadership team member, accreditation chairman, instructional specialist, and coach (golf, softball, basketball). Additionally, he served as the assistant principal of educational services at BMHS, assistant principal at Sheridan Junior High School (Wyoming), and principal at Sagebrush Elementary School (also Wyoming). He has also worked with Jan Hoegh from the Marzano Research Institute.

#### **SUMMARY & RECOMMENDATION**

The Search Committee and Mr. Gray all support the recommendation that Mr. Dahl be approved as the new principal of Bradshaw Mountain High School.

#### Sample Motion

I move to approve the employment of Mr. Brett Dahl as the new 2020-2021 Principal of Bradshaw Mountain High School.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

# Personnel Item 10C.

## Glassford Hill Middle School Principal

10 C TO: Humboldt Unified School District Governing Board Item # FROM: Cole Young, Assistant Superintendent - Operations Reading DATE: June 9, 2020 Discuss Approval of Mrs. Beth Denman as the New 2020-2021 SUBJECT: Action X Principal of Glassford Hill Middle School Consent **OBJECTIVE:** Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees

#### **SUPPORTING DATA**

A Glassford Hill Middle School Search Committee was convened to interview three (3) highly qualified candidates for the open Glassford Hill principal position. Prior to the interviews, the committee paper-screened seventeen (17) applications from the principal pool posted for multiple administrative principal positions within the District.

The committee had certified staff, classified staff, and administrative representation. Members included: Cole Young, Assistant Superintendent, Kort Miner, Principal of Bradshaw Mountain High School, Diane Peters, Glassford Hill Middle School Teacher, Kelsey Hoult, GHMS IChoose Teacher, Jared Friedrich, GHMS Teacher and Veronica 'Roni' March, Administrative Assistant to the Principal. Upon completion of the interviews, the committee's unanimous choice for the Glassford Hill principal position was Mrs. Beth Denman.

The committee sent a recommendation to Dr. Streeter for consideration and possible recommendation to the Governing Board. Dr. Streeter and Governing Board President Mr. Ryan Gray then interviewed Mrs. Denman.

It is the recommendation to the Governing Board for the hire of Mrs. Beth Denman as the next principal at Glassford Hill Middle School. Mrs. Denman has been a part of the Humboldt Unified School District for the past ten years. She has previously served as an exemplary classroom teacher at Humboldt Elementary School and Granville Elementary School. For the past five years she has served as the assistant principal at Glassford Hill Middle School. Mrs. Denman has been active with our strategic planning committees, curriculum cadres, and safety teams.

#### **SUMMARY & RECOMMENDATION**

The Search Committee, Dr. Streeter and Mr. Gray all support the recommendation that Mrs. Denman be approved as the new principal of Glassford Hill Middle School. .

#### Sample Motion

I move to approve the employment of Mrs. Beth Denman as the new 2020-2021 Principal of Glassford Hill Middle School.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

# Personnel Item 10D.

Assistant Director of Special Services

TO:	Humboldt Unified School District Governing Board	Item# 10 D
FROM:	Patty Bitsilly, Executive Director of Special Services	Reading
DATE:	June 9, 2020	Discuss
SUBJECT:	Approval of Victoria Sweet as the 2020-2021 Assistant Director of Special Services	Action X
	하는 보이를 제가를 내를 잘 되어서는 그래요요요	Consent
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees	

#### **SUPPORTING DATA**

A Search Committee was convened to interview eight (8) highly qualified candidates for the Assistant Director of Special Services position. Prior to the interviews, a total of twelve (12) applications were paper-screened for the position.

The interview committee included: Patty Bitsilly, Executive Director of Special Services, Deborah Kincaid, Assistant Director of Special Services, Christine Harris, Lead School Psychologist and Toni Monreal, School Social Worker. Upon completion of the interviews, the committee's choice for the position was Victoria Sweet.

The committee's recommendation to the Governing Board is to name Victoria Sweet the Assistant Director of Special Services. Victoria has 6 years of classroom teaching experience in special and general education as well as 21 years of administrative experience at the school and district level. Victoria comes to us from California with a wealth of education and experience. Her expertise and knowledge will be a tremendous asset to this position, the Special Services department and the district.

#### SUMMARY & RECOMMENDATION

The Search Committee supports the recommendation that Victoria Sweet be approved as the new Assistant Director of Special Services for the Humboldt Unified School District.

#### **Sample Motion**

I move to approve the employment of Victoria Sweet as the new 2020-2021 Assistant Director of Special Services.

Approved for transmittal to the Governing Board:

Dr. Daniel Streeter, Superintendent

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

# Personnel Item 10E.

## Glassford Hill Middle School Assistant Principal

TO:	Humboldt Unified School District Governing Board	Item # 10 E	
FROM:	Cole Young, Assistant Superintendent - Operations	Reading	
DATE:	June 9, 2020	Discuss	
SUBJECT:	Approval of as the New 2020-2021 Assistant Principal at Glassford Hill Middle School	Action X Consent	
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees	Consent	
SUPPORTING E	DATA		
A Glassford Hill Middle School Search Committee was convened to interview applicants for the position of assistant principal. The committee conducted a paper-screening and interviewed qualified candidates.			
The committee sent a recommendation to Dr. Streeter for consideration and possible recommendation to the Governing Board.			
SUMMARY & RECOMMENDATION			
It is the recommendation to the Governing Board for the hire of as the next assistant principal at Glassford Hill Middle School.			
Sample Motion			
I move to approve the employment of as the new 2020-2021 assistant principal at Glassford Hill Middle School.			
Approved for transmittal to the Governing Board:  Dr. Daniel Streeter, Superintendent			
Questions should be directed to: Cole Young, Assistant Superintendent - Operations, 759-5016			