



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, July 14, 2020

Due to current school closures the
HUSD Governing Board Meeting
will be conducted via live streaming
available at www.humboldtunified.com
(Select 'School Board' and then 'Virtual Meetings')

Public Hearing @ 6:30

Regular Session Immediately Follows

OFFICIAL COPY

Mr. John Pothast, Superintendent

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

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

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

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

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 **July 14, 2020 at 6:30 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 rebecca.cooley@humboldtunified.com. Requests should be made as early as possible to arrange the accommodation.
- *Members of the public wishing to address the Board during the Public Hearing at 6:30 PM are requested to complete a **Public Participation Form**. The link to this form can be found on the Virtual Meetings page of the District's website.
- Discussion by the Board is limited to items posted on the agenda.
- *Members of the public wishing to access this virtual meeting should visit www.humboldtunified.com and navigate to the Virtual Meetings page under the School Board heading.

AGENDA

6:30 PM PUBLIC HEARING

A public hearing will be held to discuss the annual budget for 2020-21. Those members of the public wishing to speak to this item must submit a Public Participation Form by visiting the HUSD website (Humboldtunified.com), click on Virtual Meetings, then click on the link "Public Comment for Annual Budget Public Hearing.". Those who complete the form before the deadline will be sent a link to participate in the Hearing portion of the meeting.

REGULAR SESSION IMMEDIATELY FOLLOWING THE PUBLIC HEARING

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CURRENT EVENTS**
 - A. Board
 - B. Superintendent
6. **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 1-4 **A.** Personnel Recommendations
- Pages 5-7 **B.** Governing Board Meeting Minutes of June 25, 2019 (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 8-89 **C.** Financial/Business
1. Approval of Accounts Payable voucher(s) in the amount of \$ 625,395.90
2. Approval of Payroll voucher(s) in the amount of \$ 479,908.91
- Pages 90-97 **D.** Monthly Budget Report
- Pages 98-100 **E.** Monthly Student Activities Report
- Pages 101-102 **F.** Request for ratification of expenditures for Contracts, Work Agreements and supplementals for May 2020
- Pages 103-140 **G.** Request for approval to renew a ten-year Intergovernmental Agreement with Yavapai County Educational Technology Consortium
- Pages 141-143 **H.** Request for approval of authorized signers for District bank accounts for fiscal year 2020-21
- Pages 144-145 **I.** Request for approval of treasurers for Student Activity Accounts for fiscal year 2020-21
- Pages 146-148 **J.** Request for authorization of line item maintenance and operation (M&O) expenditures in excess of budget but within total M&O budget for fiscal year 2020-21
- Pages 149-151 **K.** Request for approval of qualified evaluators for school year 2020-21
- Pages 152-157 **L.** Request for approval of the Supplemental Wage Schedule for 2020-21
- Pages 158-163 **M.** Request for approval to renew agreement with Mingus Mountain Estate Residential Center, Inc. (MMERCI) for the 2020-2021 school year.
- Pages 164-176 **N.** Request for approval of agreement with Yavapai County Education Service Agency and Educational Services, Inc., for substitute services for the 2020-21 school year
- Pages 177-180 **O.** Request for approval of annual renewal of Heinfeld Meech, PC Auditing Services
- Pages 181-183 **P.** Request for approval of an amendment to the five-year agreement with the Arizona School for the Deaf and Blind (ASDB) to update Addendum E
- Pages 184-192 **Q.** Request for approval to renew an agreement with ASCEND (Autism Spectrum Center for Education and Neurological Development – a private day school) for special education students for fiscal year 2020-2021
- Pages 193-198 **R.** Request for approval to renew a Memorandum of Understanding between Humboldt Unified School District and United Way of Yavapai County for Catch-Up After School program for the 2020-2021 school year.
- Pages 199-201 **S.** Request for approval to dispose of outdated textbooks
- Pages 202-204 **T.** Request for approval of AIA Declaration regarding membership
- Pages 205-206 **U.** Gifts and donations

7. DISCUSSION

Pages 207-208 **A.** Discussion on the closing of YUEBT

Pages 209-210 **B.** Yavapai County Education Foundation Mini-Grant Recipients Presentation

Pages 211-212 **C.** Review of Humboldt Unified School District's Pandemic Preparedness Plan/Re-entry Task Force

8. ACTION

Pages 213-228 **A.** Discussion and possible action to adopt the fiscal year 2020-21 HUSD Expenditure Budget

Pages 229-230 **B.** Discussion and possible action to approve a statement by the Governing Board to be included in the informational pamphlet in support of the proposed override election

Pages 231-250 **C.** Request for approval of agreement with Public Consulting Group, Inc. (PCG) for Medicaid billing

9. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

August 11, 2020	6:30 p.m.	Regular Meeting	@ TBD
September 8, 2020	6:30 p.m.	Regular Meeting	@ TBD
October 6, 2020	6:30 p.m.	Regular Meeting	@ TBD

10. ADJOURNMENT

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

CONSENT

Item 6A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on July 14, 2020

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

Certified Staff

1. Stacia Knotek - Music Teacher @ MVES (6/24/2020)

Classified Staff

1. Olga Moran - F and N Manager - LVES (6/23/2020)

Substitute + Staff

1. NONE

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

Certified Staff

1. Monique Apalategui - 3rd Grade Teacher @ LVES (fills open position)
2. Hollis Black - 3rd Grade Teacher @ LTS (replaces Lydia Cademartori)
3. Karina Cruz - ELD Teacher @ LTS (replaces Rosamaria Corradi)
4. Beth Denman - Principal @ GHMS (replaces Melissa Tannehill)
5. Taryn Gordanier - Resource Teacher @ LVES (replaces Cortni Johnson)
6. Corine Gray - Music Teacher @ LTS (replaces Ember Larson)
7. Richard Lehman - Asst Principal @ GHMS (replaces Beth Denmann)
8. Randi McDonough - SPED Teacher @ MVES (replaces Susan Bailey Smith)
9. Kort Miner - Executive Director @ DO (replaces Cole Young)
10. Hollie Noreuil - Math Teacher @ LTS (replaces Peter Von Storch)
11. Vikki Prunotto - 4th Grade Teacher @ HES (replaces Cory Zimny)
12. Julia Southard - 2nd Grade Teacher @ LTS (replaces Sarah Martin)
13. Joseph Weyer - PE Teacher @ GES (replaces William Grauberger)
14. Bob Young - PE Teacher @ BMHS (replaces Charles Moller)

Classified Staff

1. Kyla Archeta - After School Program Aide (replaces Heidi Scott)
2. Mikaela Bell - Mod/Sev/Prof Aide @ MVES (replaces Susan Beaudry)
3. Paige Brinkmann - Title 1 Aide @ LTS (replaces Susan Overholt)
4. Amy Fleszar - Mod/Sev/Prof Aide @ BMHS (replaces Tammy Llewellyn)
5. Brian Hartshorn - Dispatcher @ Transportation (replaces Lacie Barber)
6. Libiert Guzman - Preschool Aide (replaces Katherin Bidderman)
7. Ruth Kneeland - After School Program Coordinator @ Bright Futures (replaces Laura Russo)
8. Michelle McCann - Mod/Sev/Prof Aide @ MVES (fills open position)
9. EnaFaye Gabrielle Nine-Rowe - Bus Driver @ Transportation (replaces Jeff Lewis)
10. Lupe Peterson - F and N Worker @ BMHS (replaces Carolina Urzua Pollock)
11. Jackie Plumb - Personnel Coordinator @ DO (replaces Amanda Estrada)
12. Rachel Pfeil - Mod/Sev/Prof Aide @ GES (replaces Gyan Ratzlaff)
13. Laura Weeks - Mod/Sev/Prof Aide @ BMHS (Emily Conway)
14. Donald Yarbrough - IS Technician (replaces Joan Ospina)

Substitute + Staff

1. NONE

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on July 14, 2020

C. SUPPLEMENTAL CONTRACTS

Overloads

1. NONE

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

(M&O-\$65,236.50; Tax Credit-\$0.00; General Tax Credit- \$777; SPED-\$0.00; Other- \$00.00)

1. Rachel Becker - .5 Counseling Department Chair @ BMHS \$612.50 M and O
2. Linda Bennett - Online School Department Chair @ BMHS \$1,592.50 M and O
3. Jody Buckle - CACFP Director @ F and N \$1,000 M and O
4. Lindsey Buckle - Interact Club Advisor @ BMHS \$525.00 Tax Credit
5. Dave Capka - Boys Golf Coach @ BMHS \$3,920.00 M and O
6. Dave Capka - CTE Department Chair @ BMHS \$1,568 M and O
7. Tiffany Church National Honor Society Advisor @ BMHS \$525 Tax Credit
8. Veronica Covey - Asst Cheer Coach @ BMHS \$1,225 M and O
9. Dave Grant - Girls Golf Coach @ BMHS \$2,450 M and O
10. Trudy Gruver - Marching Band Director @ BMHS \$3,822 M and O
11. Kathy Griskowitz - SPED Department Chair @ BMHS \$1,960 M and O
12. Blair Hillig - PE Department Chair @ BMHS \$1,225 M and O
13. Sean Johnson - Foreign Language Department Chair @ BMHS \$1,225 M and O
14. Christina Johnston Meyers - Head Cheer Coach @ BMHS \$2,450 M and O
15. Ember Larson - Choir Director @ BMHS \$2,940.00 M and O
16. Denise Leveron - ELA Department Chair \$2,388.75 M and O
17. Barbarita Lohman - .5 Counseling Department Chair @ BMHS \$612.50 M and O
18. Tracy Madler - Science Department Chair @ BMHS \$2,940 M and O
19. Sandra Miller-Balsiger - Art Department Chair @ BMHS \$1,225 M and O
20. Russell Morrison - Head Coach Swimming @ BMHS \$3,185 M and O
21. Richard Nollet - Head Coach Wrestling @ BMHS \$3,185 M and O
22. Randi O'Neill - AVID Coordinator @ BMHS \$2,940 M and O
23. Cynthia Perpich - Yearbook Advisor @ BMHS \$2,940.00 M and O
24. Karrie Platt - Head Volleyball Coach @ BMHS \$2,940 M and O
25. Jantina Russell - Drama Advisor @ BMHS \$4,704.00 M and O
26. Elizabeth Saari - Student Council Advisor @ BMHS \$1,837.50 M and O
27. Elizabeth Saari - Prom Advisor @ BMHS \$796.25 M and O
28. Mike Simon - Head Cross Country Coach @ BMHS \$3,920 M and O
29. Mike Tannehill - Social Studies Department Chair @ BMHS \$1,837.50 M and O
30. Bob Young - Head Football Coach @ BMHS \$3,822.00 M and O

Other Stipends

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

1. NONE

D. IN-DISTRICT TRANSFERS

Certified

1. Leone Brambila - From ELD Teacher @ LTS TO Counselor @ BMHS (replaces Kristy Klein)
2. Lydia Cademartori - From 3rd grade Teacher TO Instructional Specialist @ LTS (replaces Elizabeth Rushton)
3. Diane Lerette - From IS @ MVES TO K-8 Curriculum Coordinator (replaces Diane Sallinger)
4. Mary Reeves - From Title 1 Teacher @ LTS TO ELD Teacher @ LTS (replaces Emily Torres)
5. Diane Sallinger - From K-8 Curriculum Coordinator TO ELA Curriculum Coordinator (fills open position)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on July 14, 2020

6. Emily Torres - From ELD Teacher @ LTS TO ELD Teacher @ BMHS (replaces Kim Adams)

Classified

1. Karra Byers - 6.5 hours/day @ BMHS TO 7.0 hours/day Mod/Sev/Prof Aide @ BMHS (replaces April Madsen)
2. Justin Bitsilly - 7.25 hours/day @ BMMS TO 6.5 hours/day Resource Aide @ BMHS (replaces Mary Pardo)
3. Laurie Busk - From 6 hours/day - Title 1 Aide @ LVES TO 4 hours/day Title 1 Aide @ LVES (Replaces Margaret Rogers)
4. Angela Heder - From 5.75 Hrs/Day - Title One Aide @ HES TO 7 hours/day Computer Lab Aide @ HES (Replaces Jakob Schmidt)
5. Karen Rivenes - From 4 Hrs/Day - Title One Aide @ LVES TO 6 hours/day Title 1 Aide @ LVES (Replaces Laurie Busk)
6. Viola Wampler - From 3 hours/day Playground Aide TO 6.5 hours/day Mod/Sev/Prof Aide @ MVES (replaces Jenni Croft)
7. Alexandra Wisma - From Mod/Sev/Prof Aide @ MVES TO Title 1 Aide @ MVES (replaces Jessica Stringer)

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

Certified

1. NONE

Classified

1. NONE

F. CLASSIFIED STAFF - VOLUNTEER AGREEMENT FORM STIPENDS

1. NONE

G. DISTRICT PROFESSIONAL DEVELOPMENT - TRAVEL (IN and OUT OF STATE)

1. NONE

CONSENT Item 6B.

Minutes

June 23, 2020

(audio minutes are available on the district website)

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

Audio Minutes Table of Contents (with markers) – 06-23-2020

The Governing Board of the Humboldt Unified School District #22 convened during a virtual meeting open to the public on **June 23, 2020**.

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

AGENDA

5:00 PM SPECIAL SESSION

Marker

- | | |
|-------|---|
| 00:04 | 1. WELCOME AND CALL TO ORDER |
| 00:20 | 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY |
| 00:46 | 3. ROLL CALL
ALL PRESENT |
| 01:11 | 4. AGENDA REVIEW/ACCEPT
ACCEPTED/APPROVED UNANIMOUSLY |
| 01:42 | 5. EXECUTIVE SESSION
The Governing Board may vote to move into executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel) for discussion regarding the payment of the second half of Superintendent Streeter's performance pay plan. |
| 28:57 | 6. RECONVENE OPEN SESSION (5:30 PM) |
| 38:00 | 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.

A. Personnel Recommendations

B. Governing Board Minutes of June 9, 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 \$ 428,120.97
2. Approval of Payroll voucher(s) in the amount of \$ 494,278.46

D. Request for approval of 2020-2021 membership in Greater Phoenix Educational Management Council (GPEMC)
APPROVED UNANIMOUSLY - ALL |
| 38:33 | 8. ACTION
A. Discussion and possible action to approve the fiscal year 2019-20 Revised Budget.
APPROVED UNANIMOUSLY |

- 41:30 B. Discussion and possible action to approve the proposed expenditure budget for fiscal year 2020-21.
APPROVED UNANIMOUSLY
- 48:04 C. Second Reading and possible adoption of Policy GCCG, as recommended by Meet & Confer
• Policy GCCG Professional/Support Staff Voluntary Transfer of Accrued Sick Leave
APPROVED UNANIMOUSLY
- 50:01 D. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ORDERING AND AUTHORIZING ALL MATTERS NECESSARY FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 REGARDING THE SALE OF DISTRICT PROPERTY FORMERLY USED FOR DISTRICT OFFICES.
APPROVED UNANIMOUSLY
- 1:13:51 E. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ORDERING AND AUTHORIZING ALL MATTERS NECESSARY FOR A BOND ELECTION TO BE HELD ON NOVEMBER 3, 2020. **IF THIS RESOLUTION IS SO ADOPTED, THE DEADLINE FOR SUBMITTING ARGUMENTS WITH RESPECT TO IT IS AUGUST 5, 2020, AT 5:00 PM ARIZONA TIME**
APPROVED UNANIMOUSLY
- 1:37:01 F. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ORDERING AND AUTHORIZING ALL MATTERS NECESSARY FOR AN OVERRIDE ELECTION TO BE HELD ON NOVEMBER 3, 2020. **IF THIS RESOLUTION IS SO ADOPTED, THE DEADLINE FOR SUBMITTING ARGUMENTS WITH RESPECT TO IT IS AUGUST 5, 2020, AT 5:00 PM ARIZONA TIME**
APPROVED UNANIMOUSLY
- 1:53:28 9. **PERSONNEL**
*A. Discussion and possible action regarding the payment of the second half of Superintendent Streeter's performance pay plan
APPROVED UNANIMOUSLY
- 2:00:07 10. **ANNOUNCEMENTS**
A. Next Scheduled Board Meetings are:
- | | | | |
|-------------------|-----------|-----------------|-------|
| July 14, 2020 | 6:30 p.m. | Regular Meeting | @ TBD |
| August 11, 2020 | 6:30 p.m. | Regular Meeting | @ TBD |
| September 8, 2020 | 6:30 p.m. | Regular Meeting | @ TBD |
- 2:01:22 11. **ADJOURNMENT**
MEETING ADJOURNED AT 7:04 PM

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CONSENT Item 6D.

Monthly Budget Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 6 D
FROM: Roger Studley, Finance Director Reading
DATE: July 14, 2020 Discuss
SUBJECT: Monthly Budgets - Board Report Action
Consent X

OBJECTIVE: Goal # Planning for Future Student Needs

SUPPORTING DATA:

Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer 928.759.4027

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

☒ Summary Only

From Date: 6/1/2020

To Date:

6/30/2020

Fund:	001	MAINT & OPER FUNDS	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance
		Fund 001 Total:	\$36,287,102.50	\$3,985,649.55	\$32,251,110.65	\$4,035,991.85	\$878,521.09	\$3,157,470.76
								8.70%
Fund:	011	CLASSROOM-BASE SAL	\$681,784.98	\$204,756.75	\$549,345.51	\$132,439.47	\$0.00	\$132,439.47
		Fund 011 Total:						19.43%
Fund:	012	CLASSROOM-PERF PAY	\$1,485,933.64	\$1,089,689.28	\$1,089,689.28	\$396,244.36	\$0.00	\$396,244.36
		Fund 012 Total:						26.67%
Fund:	013	CLASSROOM-OTHER	\$1,963,357.38	\$649,712.46	\$1,103,392.24	\$859,965.14	\$440.92	\$859,524.22
		Fund 013 Total:						43.78%
Fund:	021	INDIAN GAMING-INSTRUCTION IMPROV						
		Fund 021 Total:	\$64,608.12	\$0.00	\$0.00	\$64,608.12	\$0.00	\$64,608.12
								100.00%
Fund:	022	INDIAN GAMING-INSTRUCTIONAL IMPROV						
		Fund 022 Total:	\$271.00	\$0.00	\$0.00	\$271.00	\$0.00	\$271.00
								100.00%
Fund:	024	INDIAN GAMING - INSTRUCTIONAL IMPROV						
		Fund 024 Total:	\$435,190.25	\$40,931.72	\$204,513.36	\$230,676.89	\$0.00	\$230,676.89
								53.01%
Fund:	071	SEI - STRUCTURED ENGLISH IMMERSION	\$157,842.52	\$18,130.28	\$157,782.81	\$59.71	\$0.00	\$59.71
								0.04%
Fund:	110	TITLE 1 LEA						
		Fund 110 Total:	\$395,172.98	\$0.00	\$154,269.84	\$240,903.14	\$0.00	\$240,903.14
								60.96%
Fund:	111	TITLE 1 LEA						
		Fund 111 Total:	\$1,784,097.00	\$153,695.43	\$1,248,939.44	\$535,157.56	\$26,185.40	\$508,972.16
								28.53%
Fund:	112	TITLE 1-D NEGLECT/DELINQUENT(14/15)						
		Fund 112 Total:	\$3,834.35	\$0.00	\$0.00	\$3,834.35	\$0.00	\$3,834.35
								100.00%
Fund:	113	TITLE 1-D NEGLECT/DELINQUENT(15/16)						

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only		From Date: 6/1/2020	To Date: 6/30/2020	Budget Balance	
		Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund 113 Total:		\$121,036.67	\$57,101.91	\$57,101.91	\$63,934.76	\$51,407.46	\$12,527.30 10.35%
Fund: 140	TITLE II-IMPROV TEACHER QUAL(14/15)						
Fund 140 Total:		\$170,407.98	\$0.00	\$40,467.51	\$129,940.47	\$0.00	\$129,940.47 76.25%
Fund: 141	TITLE II-IMPROV TEACHER QUAL(15/16)						
Fund 141 Total:		\$354,112.57	\$20,020.35	\$124,991.50	\$229,121.07	\$18,232.64	\$210,888.43 59.55%
Fund: 162	TITLE IV-A STUDENT SUPPORT & ACADEMIC I						
Fund 162 Total:		\$10,667.99	\$0.00	\$0.00	\$10,667.99	\$2,512.50	\$8,155.49 76.45%
Fund: 163	TITAL IV-A, STUDENT SUPPORT & ENRICHMEI						
Fund 163 Total:		\$26,254.03	\$0.00	\$0.00	\$26,254.03	\$0.00	\$26,254.03 100.00%
Fund: 191	TITLE III LEP PROGRAM (FY20)						
Fund 191 Total:		\$83,234.19	\$6,602.10	\$44,327.79	\$38,906.40	\$2,628.45	\$36,277.95 43.59%
Fund: 195	TARGETED SUPPORT & IMPROVEMENT GRNT						
Fund 195 Total:		\$27,900.71	\$0.00	\$18,845.43	\$9,055.28	\$0.00	\$9,055.28 32.46%
Fund: 196	TARGETED SUPPORT & IMPROVEMENT GRNT						
Fund 196 Total:		\$42,500.00	\$2,631.94	\$7,816.21	\$34,683.79	\$762.13	\$33,921.66 79.82%
Fund: 220	IDEA - BASIC - ENT						
Fund 220 Total:		\$1,361,075.67	\$194,282.66	\$1,039,305.59	\$321,770.08	\$17,683.42	\$304,086.66 22.34%
Fund: 221	IDEA - PRESCHOOL GRANT						
Fund 221 Total:		\$50,234.51	\$943.31	\$23,520.03	\$26,714.48	\$0.00	\$26,714.48 53.18%
Fund: 260	CTE BASIC GRANT						
Fund 260 Total:		\$158,218.34	\$1,450.00	\$24,388.62	\$133,829.72	\$9,064.46	\$124,765.26 78.86%
Fund: 261	CTE BASIC GRANT						
Fund 261 Total:		\$107,128.84	\$0.00	\$53,540.36	\$53,588.48	\$0.00	\$53,588.48

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2020	To Date: 6/30/2020		
		Budget	Range To Date	YTD	Balance	Encumbrance
						Budget Balance % Remaining Bud
Fund: 290	MEDICAID OUTREACH					50.02%
	Fund 290 Total:	\$133,290.85	\$866.46	\$24,313.96	\$108,976.89	\$526.15
						\$108,450.74
						81.36%
Fund: 291	MEDICAID DIRECT					
	Fund 291 Total:	\$1,280,149.53	\$171,406.59	\$593,379.89	\$686,769.64	\$7,616.81
						\$679,152.83
						53.05%
Fund: 326	CARES/ESSER					
	Fund 326 Total:	\$1,166,388.53	\$0.00	\$0.00	\$1,166,388.53	\$0.00
						\$1,166,388.53
						100.00%
Fund: 349	NAT'L FOREST FEES					
	Fund 349 Total:	\$1,092,181.20	\$118,369.68	\$885,606.26	\$206,574.94	\$19,596.57
						\$186,978.37
						17.12%
Fund: 353	TAYLOR GRAZING					
	Fund 353 Total:	\$87,713.00	\$2,575.34	\$30,833.21	\$56,879.79	\$1,930.78
						\$54,949.01
						62.65%
Fund: 354	LEADERS FOR SCHOOL WELLNESS SUBGRA					
	Fund 354 Total:	\$55,750.00	\$6,762.64	\$55,832.57	(\$82.57)	\$0.00
						(\$82.57)
						-0.15%
Fund: 374	E-RATE					
	Fund 374 Total:	\$101,097.91	\$0.00	\$0.00	\$101,097.91	\$0.00
						\$101,097.91
						100.00%
Fund: 400	CTE PRIORITY PROGRAM					
	Fund 400 Total:	\$44,704.19	\$12,804.72	\$25,275.83	\$19,428.36	\$0.00
						\$19,428.36
						43.46%
Fund: 435	ACADEMIC CONTESTS					
	Fund 435 Total:	\$1,134.04	\$0.00	\$0.00	\$1,134.04	\$0.00
						\$1,134.04
						100.00%
Fund: 450	GIFTED					
	Fund 450 Total:	\$5,009.74	\$601.64	\$2,588.89	\$2,420.85	\$1,225.48
						\$1,195.37
						23.86%
Fund: 456	COLLEGE CREDIT BY EXAMINATION INCENTIV					
	Fund 456 Total:	\$21,596.43	\$12,758.25	\$33,435.36	(\$11,838.93)	\$0.00
						(\$11,838.93)
						-54.82%

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2020	To Date: 6/30/2020	Budget Balance	
					Encumbrance	% Remaining Bud
		Budget	Range To Date	YTD	Balance	
Fund: 457	RESULTS - BASED FUNDING					
	Fund 457 Total:	\$86,959.74	(\$162.01)	\$224,955.72	(\$137,995.98)	\$12,353.93 (\$150,349.91) -172.90%
Fund: 485	WRP					
	Fund 485 Total:	\$242,312.73	\$26,969.50	\$210,963.48	\$31,349.25	\$17,045.81 7.03%
Fund: 499	RURAL ASSISTANCE					
	Fund 499 Total:	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$4,068.54 100.00%
Fund: 500	SCH PLANT- > 1 YR					
	Fund 500 Total:	\$128,246.14	\$0.00	\$36,480.96	\$91,765.18	\$69,751.70 54.39%
Fund: 510	FOOD SERVICE					
	Fund 510 Total:	\$2,722,659.81	\$137,393.43	\$2,399,814.88	\$322,844.93	\$212,513.73 7.81%
Fund: 515	CIVIC CENTER					
	Fund 515 Total:	\$173,741.40	\$4,164.34	\$53,888.28	\$119,853.12	\$92,017.83 52.96%
Fund: 517	BUS RENTAL					
	Fund 517 Total:	\$365,348.72	\$0.00	\$0.00	\$365,348.72	\$365,348.72 100.00%
Fund: 522	BEFORE/AFTER SCHOOL PROGRAM					
	Fund 522 Total:	\$203,337.25	\$3,070.19	\$84,219.54	\$119,117.71	\$117,778.66 57.92%
Fund: 523	BRIGHT FUTURES PRESCHOOL					
	Fund 523 Total:	\$132,611.05	\$300.00	\$122,512.43	\$10,098.62	\$10,098.62 7.62%
Fund: 525	AUX OPERATIONS					
	Fund 525 Total:	\$776,695.99	\$24,121.22	\$345,074.56	\$431,621.43	\$406,534.06 52.34%
Fund: 526	ACT FEES TAX CRED					
	Fund 526 Total:	\$734,322.84	\$8,498.36	\$160,609.33	\$573,713.51	\$570,460.39 77.69%
Fund: 530	GIFTS & DONATIONS					

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2019-2020

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only		From Date: 6/1/2020	To Date: 6/30/2020	Budget Balance	
		Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	540	\$181,264.98	\$7,506.47	\$48,133.75	\$133,131.23	\$5,138.67	\$127,992.56 70.61%
	Fund 530 Total:						
	FINGERPRINT						
Fund:	550	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43 100.00%
	Fund 540 Total:						
	INSURANCE PROCEEDS						
Fund:	551	\$317,748.28	\$6,382.75	\$14,052.05	\$303,696.23	\$1,981.20	\$301,715.03 94.95%
	Fund 550 Total:						
	INSURANCE - AEI						
Fund:	555	\$50,250.14	\$601.80	\$6,618.86	\$43,631.28	\$602.05	\$43,029.23 85.63%
	Fund 551 Total:						
	TEXTBOOKS						
Fund:	565	\$21,246.01	\$0.00	\$0.00	\$21,246.01	\$0.00	\$21,246.01 100.00%
	Fund 555 Total:						
	LITIGATION RECOVERY						
Fund:	570	\$24,709.34	\$0.00	\$250.00	\$24,459.34	\$495.00	\$23,964.34 96.98%
	Fund 565 Total:						
	INDIRECT COSTS						
Fund:	575	\$1,237,087.86	\$136,237.64	\$786,946.22	\$450,141.64	\$34,679.31	\$415,462.33 33.58%
	Fund 570 Total:						
	UNEMPLOYMENT INSURANCE						
Fund:	590	\$108,840.32	\$0.00	\$0.00	\$108,840.32	\$0.00	\$108,840.32 100.00%
	Fund 575 Total:						
	GRANT/GIFT TEACHER						
Fund:	595	\$21,928.90	\$0.00	\$0.00	\$21,928.90	\$0.00	\$21,928.90 100.00%
	Fund 590 Total:						
	SCHOOL BUS ADVERTISEMENT						
Fund:	596	\$5,810.91	\$0.00	\$0.00	\$5,810.91	\$0.00	\$5,810.91 100.00%
	Fund 595 Total:						
	JTED - MTN. INSTITUTE						
Fund:	610	\$1,051,306.66	\$92,668.31	\$322,258.05	\$729,048.61	\$42,345.99	\$686,702.62 65.32%
	Fund 596 Total:						
	CAPITAL OUTLAY						
Fund:	610	\$3,896,130.00	(\$235,614.98)	\$1,499,246.33	\$2,396,883.67	\$338,343.58	\$2,058,540.09
	Fund 610 Total:						

Expenditure Budget Balance Report

Account Number / Description

6/30/2020

Budget B

% Remain

52.84%

4,800.39

3.737.85

\$515.32

292638

2001

1 900 00

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742678

20

0278 08

1.0070
2 790 05

25.62%

End of Report

CONSENT

Item 6E.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **6E**
FROM: Roger Studley, Finance Director Reading
DATE: July 14, 2020 Discuss
SUBJECT: Student Activities - Board Report Action
Consent X

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:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer 759-4000

STUDENT ACTIVITY REPORT

June 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	-	5,225.79
Lake View						
Student Council	5,712.94	440.00	411.54	5,741.40	-	5,741.40
Liberty Traditional						
Jr Optimists	-	185	-	185	-	185
Student Council	2,786	2,287	1,306	3,767	-	3,767
Mountain View						
Student Council	2,289	-	677	1,611	-	1,611
Subtotal ES	18,122	4,427	2,706		-	19,843
Brad Mntn MS						
Ntl Honor Society	1,897	1,109	214	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,272	552	193	2,631	-	2,631
Glassford Hill MS						
Ntl Honor Society	414	55	385	84	-	84
Student Council	2,515	7,795	8,946	1,364	-	1,364
Subtotal MS	7,474	9,511	9,738		-	7,248
Brad Mntn HS						
Art	352	-	-	352	-	352
AVID	1,490	-	1,149	342	-	342
Baseball	20	-	-	20	-	20
DECA	560	4,765	3,917	1,408	-	1,408
FBLA	181	71	-	252	-	252
French Club	33	-	-	33	-	33
G.O.A.L.S. Club	61	-	-	61	-	61
Girls Basketball	216	-	-	216	-	216
HOSA/Nursing	2,386	4,078	2,005	4,459	60	4,399
HOSA/SportsMedicine	264	1,960	999	1,224	-	1,224
Interact	4,395	30	1,232	3,193	-	3,193
Mu Alpha Theta	3,112	520	1,642	1,991	459	1,532
Ntl Art Honor Society	180	665	412	434	71	363
Ntl Honor Society	2,132	455	385	2,202	-	2,202
P.A.L.S.	2,243	1,734	1,876	2,102	-	2,102
Student Council	13,474	15,951	25,925	3,500	11	3,489
Upward Bound	37	-	-	37	-	37
Subtotal HS	31,137	30,229	39,541		600	21,225
TOTAL Student Activities	56,734	44,167	51,984	-	600	48,316

CONSENT

Item 6F.

Ratification of Expenditures

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6F
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	Tuesday, July 14, 2020	Discuss
SUBJECT:	Ratifications of Expenditures for Contracts / Work Agreements & Supplementals	Action
		Consent X

OBJECTIVE: Board Governance

SUPPORTING DATA:

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

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

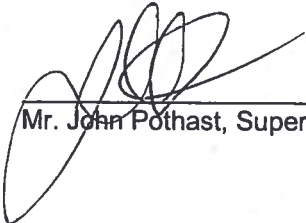
SUMMARY & RECOMMENDATION:

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

Sample Motion:

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

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (759-5016)

CONSENT Item 6G.

IGA with Yavapai County Educational Technology Consortium (YCETC)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 66
FROM:	Dr. Rob Bueche, Executive Director of Federal Programs & Educational Services	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Intergovernmental Agreement (IGA) with Yavapai County Educational Technology Consortium and HUSD (YCETC)	Action
		Consent X
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement Goal #2: To Focus on Planning for Future Student Needs	

SUPPORTING DATA:

Attached 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. Due to a discrepancy in the previous transmittal from June, the administration is bringing back the agreement to the Governing Board as a precaution to ensure that the Governing Board approves the agreement for a ten-year period.

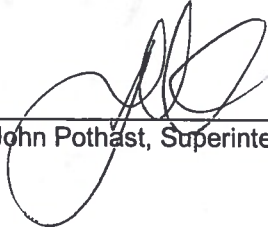
SUMMARY & RECOMMENDATION:

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 ten-year term.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

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

**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. General Powers, Number, Tenure and Qualifications. 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	one (1) member, from groups below
Tier Two	one (1) member, from groups below
Tier Three	one (1) member, from groups below
Higher Ed.	one (1) member, at large
Charter	one (1) member, at large
Libraries	one (1) member, at large
IT Staff	two (2) members, at large

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.

APPROVED

JUN 9 2020

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. Duties and Responsibilities of the Board. 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. Election and Term of Office. 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. President. 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. Vice-President. 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.

SECTION 7. 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 by-laws.

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

SECTION 3. Date of Adoption of Bylaws. 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. Authority. YCETC operates under the authority of an Educational Cooperative and Procurement Unit. It is NOT an agency of Yavapai County Government.

ARTICLE VII – DISSOLUTION

SECTION 1. 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.

Yavapai County Educational Technology Consortium

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 Lakes Parkway Juvenile Detention School
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

Statutory Authority:

1. By statute, the Parties may enter into an agreement to (a) procure goods or services, (b) jointly exercise powers common to the Parties, and (c) take joint or cooperative action. A.R.S. § 11-952 & § 15-342(13).

2. Under the statutes, the Parties join together and by this Agreement form the Yavapai County Education Technology Consortium. The Consortium's purpose is set forth below.

...

...

Agreement:

The Parties 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 technology opportunities among the Parties and other public agencies and public procurement units within Yavapai County.

2. Duration. This Agreement's term is ten years, commencing on July 1, 2020, and ending on June 30, 2030. The Parties may extend the Agreement for successive terms of five years each.

3. Financing and Budgeting. The Consortium does not charge dues or membership fees. Rather, the Consortium's primary source of revenue is by request and application to the Forest Fees Management Association. The Consortium may also apply for and obtain grant funding for technology-related materials and services from a variety of public and private sources, including but not limited to the federal government, the State of Arizona, Yavapai County, tribes, non-profits, and businesses. The Parties may also purchase services, including indirect broadband, from Consortium at mutually-agreed upon prices.

4. Fiscal Agent. The Parties appoint the Yavapai County Education Service Agency to act as the Consortium's fiscal agent while authorizing the Consortium's Board of Directors to select a different fiscal agent in its discretion.

5. Cooperative Purchasing. This Agreement authorizes cooperative purchasing for all lawful purposes in accordance with A.A.C. R7-2-1191 *et seq.*

5.1 Payment for materials and services and inspection and acceptance of materials or services ordered by a Party shall be the exclusive obligation of that Party.

5.2 The exercise of any rights or remedies by a Party shall be the exclusive obligation of that Party.

5.3 Any Party may terminate without notice this Agreement if any other party fails to comply with the terms of this Agreement.

5.4 Failure of any Party to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other party to exercise its own rights or remedies.

5.5 No party shall use this Agreement as a method for obtaining concessions or reduced prices for noncontract purchases of similar materials or services.

6. Governance. To the extent not inconsistent with the statutory authority and this Agreement, the Consortium shall be governed and conducted in accordance with the Bylaws (Exhibit 1).

7. Termination. A Party may withdraw from participation in the Consortium upon thirty (30) days written notice to the Consortium's Board of Directors.

8. Disposition of Property. The Parties do not anticipate the acquisition of any property by the Consortium. To the extent that the Consortium does acquire any property, the Board of Directors shall determine a fair and appropriate distribution of such property among the Parties.

9. Alternative Dispute Resolution. The Parties shall submit any dispute among them arising out of or relating to this Agreement to mediation by a mutually agreed upon third-party. The Parties 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.

10. Indemnification. To the fullest extent permitted by law, each Party 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 Party's performance of or failure to perform this Agreement, but only to the extent caused by the negligent acts or omissions of the Party, its agents, or employees.

11. Insurance. While participating in the Consortium, each Party shall maintain comprehensive general liability insurance coverage.

12. 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.

13. Choice of Forum. In the event that any dispute is not resolved under Section 9, 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.

14. Entire Agreement. This Agreement represents the entire, integrated agreement between the Parties. 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 Parties.

15. 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.

16. Authority of Signatory. Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.

17. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.

18. 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.

19. 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 Party, the Yavapai County Education Service Agency, or the Consortium. This Agreement is not intended to benefit any third party.

20. Legal Counsel's Review and Approval. The Parties 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 Party that is a client of Law Firm specifically acknowledges (1) that Law Firm has, by this paragraph, informed each Party that Law Firm believes it is able to provide competent and diligent representation to each Party to this Agreement, (2) that the representation is not prohibited by law and does not involve the assertion of a claim by one Party against another party to this Agreement, and (3) that the Party 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 Ash Fork Joint Unified School District No. 31

I am the attorney for Ash Fork Joint Unified School District No. 31. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Bagdad Unified School District No. 20

By _____

Its authorized agent

Approval of Attorney for Bagdad Unified School District No. 20

I am the attorney for Bagdad Unified School District No. 20. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Beaver Creek Elementary School District
No. 26

By _____

Its authorized agent

Approval of Attorney for Beaver Creek Elementary School District No. 26

I am the attorney for Beaver Creek Elementary School District No. 26. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Camp Verde Unified School District No. 28

By _____

Its authorized agent

Approval of Attorney for Camp Verde Unified School District No. 28

I am the attorney for Camp Verde Unified School District No. 28. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Canon Elementary School District No. 50

By _____

Its authorized agent

Approval of Attorney for Canon Elementary School District No. 50

I am the attorney for Canon Elementary School District No. 50. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Chino Valley Unified School District No. 51

By _____
Its authorized agent

Approval of Attorney for Chino Valley Unified School District No. 51

I am the attorney for Chino Valley Unified School District No. 51. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Clarkdale-Jerome Elementary School
District No. 3

By _____

Its authorized agent

Approval of Attorney for Clarkdale-Jerome Elementary School District No. 3

I am the attorney for Clarkdale-Jerome Elementary School District No. 3. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Congress Elementary School District No. 17

By _____
Its authorized agent

Approval of Attorney for Congress Elementary School District No. 17

I am the attorney for Congress Elementary School District No. 17. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Cottonwood-Oak Creek Elementary School
District No. 6

By _____

Its authorized agent

Approval of Attorney for Cottonwood-Oak Creek Elementary School District No. 6

I am the attorney for Cottonwood-Oak Creek Elementary School District No. 6. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Crown King Elementary School District No.
41

By _____
Its authorized agent

Approval of Attorney for Crown King Elementary School District No. 41

I am the attorney for Crown King Elementary School District No. 41. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Hillside Elementary School District No. 35

By _____
Its authorized agent

Approval of Attorney for Hillside Elementary School District No. 35

I am the attorney for Hillside Elementary School District No. 35. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated June 24, 2020

Humboldt Unified School District No. 22

By Daniel Streeter, Superintendent
Its authorized agent

Approval of Attorney for Humboldt Unified School District No. 22

I am the attorney for Humboldt Unified School District No. 22. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

J. Leslie McLean for
Attorney for the District
Benson Hufford

6/25/2020
Date

APPROVED

JUN 9 2020

Humboldt Unified School District
Governing Board

Dated _____, 2020

Kirkland Elementary School District No. 23

By _____

Its authorized agent

Approval of Attorney for Kirkland Elementary School District No. 23

I am the attorney for Kirkland Elementary School District No. 23. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Mayer Unified School District No. 43

By _____
Its authorized agent

Approval of Attorney for Mayer Unified School District No. 43

I am the attorney for Mayer Unified School District No. 43. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Mingus Union High School District No. 4

By _____

Its authorized agent

Approval of Attorney for Mingus Union High School District No. 4

I am the attorney for Mingus Union High School District No. 4. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Mountain Institute Joint Technological
Education District No.2

By _____
Its authorized agent

**Approval Of Attorney For Mountain Institute Joint Technological Education
District No. 2**

I am the attorney for Mountain Institute Joint Technological Education District No.
2. I have reviewed this Intergovernmental Agreement and have determined that: (1) the
agreement is in proper form; and (2) it is within the District's powers and authority
granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Prescott Lakes Parkway Juvenile Detention
School

By _____
Its authorized agent

Approval of Attorney for Prescott Lakes Parkway Juvenile Detention School

I am the attorney for Prescott Lakes Parkway Juvenile Detention School. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Prescott Unified School District No. 1

By _____
Its authorized agent

Approval of Attorney for Prescott Unified School District No. 1

I am the attorney for Prescott Unified School District No. 1. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Sedona Oak Creek Unified School District
No. 9

By _____

Its authorized agent

Approval Of Attorney For Sedona Oak Creek Unified School District No. 9

I am the attorney for Sedona Oak Creek Unified School District No. 9. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of 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

I am the attorney for Seligman Unified School District No. 40. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Skull Valley Elementary School District
No. 15

By _____
Its authorized agent

Approval Of Attorney For Skull Valley Elementary School District No. 15

I am the attorney for Skull Valley Elementary School District No. 15. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Valley Academy for Career and Technology
Education District No. 1

By _____
Its authorized agent

**Approval of Attorney for Valley Academy for Career and Technology Education
District No. 1**

I am the attorney for Valley Academy for Career and Technology Education District No. 1. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Walnut Grove Elementary School District
No. 7

By _____
Its authorized agent

Approval of Attorney for Walnut Grove Elementary School District No. 7

I am the attorney for Walnut Grove Elementary School District No. 7. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Williamson Valley Elementary School
District No. 52

By _____
Its authorized agent

Approval Of Attorney For Williamson Valley Elementary School District No. 52

I am the attorney for Williamson Valley Elementary School District No. 52. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of 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

I am the attorney for Yarnell Elementary School District No. 52. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

Dated _____, 2020

Yavapai Accommodation School District
No. 99

By _____
Its authorized agent

Approval of Attorney for Yavapai Accommodation School District No. 99

I am the attorney for Yavapai Accommodation School District No. 99. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

CONSENT

Item 6H.

Bank Account Signers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 6H
FROM: Roger Studley, Chief Financial Officer Reading
DATE: July 14, 2020 Discuss
SUBJECT: Bank Accounts – Authorized Signers Action
Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

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

JPMorgan Chase Bank, NA
#0003854546 HUSD Payroll

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

John Pothast – Superintendent
Roger Studley – Finance Director
Mary Kaye Schrenk – Internal Auditor
Rebecca Cooley – Secretary to the Superintendent

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

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

#0450002724 Glassford Hill Middle School Athletic Account
Beth Denman – Principal
Richard Lehmann – Assistant Principal

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

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

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

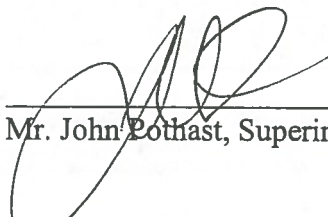
All District bank accounts require two signatures.

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

SUMMARY & RECOMMENDATION:

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

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer (759-4000)

CONSENT

Item 6I.

Student Activity Account Treasurers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 I
FROM:	Roger Studley, Chief Financial Officer	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Student Activities and Auxiliary Treasurer(s)	Action
		Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

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

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

SUMMARY & RECOMMENDATION:

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

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer, 759-4000

CONSENT

Item 6J.

Line Item M&O Expenditures

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 J
FROM:	Roger Studley, Finance Director	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Authorization of line item level M&O expenditures in excess of budget, but within the total M&O budget.	Action
		Consent X

OBJECTIVE: Housekeeping

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

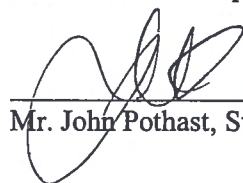
As part of routine new fiscal year start-up issues, the enclosed resolution must be signed by the Humboldt Unified School District Governing Board. This resolution allows the District to exceed budget line items within the Maintenance and Operations budget, with the understanding that the District does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

It is recommended that the Governing Board approve the resolution.

Sample Motion:

I move to approve the resolution to authorize excess expenditures within sub-sections of the Maintenance and Operations budget for fiscal year 2020-21, with the understanding that the Maintenance and Operations budget must not exceed the total amount adopted.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer 759-4000

2020-21

Humboldt Unified School District #22

In accordance with A.R.S. 15-905-G, the Governing Board of said school district, authorizes excess expenditures within sub-sections (Programs) 100, 200, 300, 400, 600, 700, and 900 of the Maintenance and Operation budget for fiscal year 2020-21. It is understood that even with these adjustments, the total Maintenance and Operation budget will not exceed the adopted budget limit.

Approval was granted at a meeting held on this date: June 9, 2020.

Governing Board

CONSENT

Item 6K.

Qualified Evaluators

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 K
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Approval of 2020-21 Qualified Evaluators	Action
		Consent X
<hr/>		
OBJECTIVE:	Annual Requirement	

SUPPORTING DATA

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

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

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

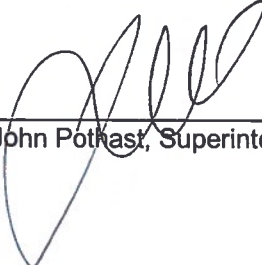
SUMMARY & RECOMMENDATION

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

Sample Motion

I move to approve the attached list of Qualified Evaluators for 2020-2021 to evaluate District staff for the 2020-2021 school year.

Approved for transmittal to the Governing Board:



Mr. John Potthast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations, 759-5016

2020-2021 Qualified Evaluator List

Brett Dahl, Bradshaw Mountain High School
Rick Bradshaw, Bradshaw Mountain High School
Laura Goligoski, Bradshaw Mountain High School
Clairinda Weatherwax, Bradshaw Mountain High School

Beth Denman, Glassford Hill Middle School
Danette Derickson, Liberty Traditional School
Charles Johnston, Liberty Traditional School
Jessica Bennett, Bradshaw Mountain Middle School

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

John Pothast, District Office
Kort Miner, District Office
Patricia Bitsilly, District Office
Robert Bueche, District Office
Dr. Jennifer Medina, District Office

*Richard Lehmann, Glassford Hill Middle School

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

CONSENT

Item 6L.

Supplemental Wage Schedule 2020-21

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 62
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	Tuesday, July 14, 2020	Discuss
SUBJECT:	Approval of the Supplemental Wage Scale for the 2020-21	Action
		Consent X

OBJECTIVE: Board Governance

SUPPORTING DATA:

The attached *HUSD 2020-21 Supplemental Wage Schedule* provides a listing of a variety of extra duty wages which are not included on any Board approved salary or stipend schedule.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the *HUSD 2020-21 Supplemental Wage Schedule* as presented.

Sample Motion:

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

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (759-5016)

2020-2021 HUSD SUPPLEMENTAL WAGE SCHEDULE (Pending Board Approved 7/14/20)						
Position	Rate	Per	Certified	Notes		
After School Detention	\$15.00	Hour	Certified			
After School Detention	Hrly Rate	Hour	Classified			
Catering - Civic	1.5 @ Hrly Rate	Hour	Classified			
Class Coverage - Elementary	\$11.00	Period	Certified	Based on \$15.00 per hour		
Class Coverage - High School	\$13.75	Period	Certified	Based on \$15.00 per hour		
Class Coverage - LTS (K-8)	\$17.50	Period	Certified	Based on \$15.00 per hour		
Class Coverage - Middle	\$12.50	Period	Certified	Based on \$15.00 per hour		
Class Coverage - Other	\$15.00	Hour	Certified	Based on \$15.00 per hour		
IEP Compliance/Caseload Support	\$25.00	Hour	Certified			
CTE Grant Supplemental Activities	\$25.00		Class/Cert	Teacher/Nurse Paid w/CTE funds		
Custodian - Civic	\$25.00	Hour	Position	Based on \$15.00 per hour		
Parental Involvement	\$25.00	Hour	Certified	Incl. Nurse Paid w/Title 1 Funds		
Parental Involvement	\$15.00	Hour	Classified	Paid w/Title I Funds		
Saturday School	\$15.00	Hour	Certified			
Saturday School	Hrly Rate	Hour	Classified			
Special Projects	Hourly Rate	Hour	Classified			
Student Worker - Food	\$12.00	Hour		Paid w/ F&N Funds		
Student Worker - SPED Transition	\$12.00	Hour		Paid w/ SPED Funds		
Substitute Certified	\$90.00	Day	Certified			
Long-Term Certified Sub	\$105.00	Day	Certified	Starting at Day 11 after 10 consecutive days doing the same job.		
Substitute Certified (Humboldt Elementary)	\$100.00	Day	Certified			
Substitute Classified		Hour	Classified	Entry Level Pay Per Hour Based On Job Category after 10 days		
Nurse Substitute	\$95	Day	Classified			
Summer School - ESY (Instructor/Coordinator/Prep)	\$25.00	Hour	Certified			
Summer School - ESY (OT/PT/Speech)	Hrly Rate	Hour	Classified			

Summer School - ESV Aide		\$15.00	Hour	Classified	
Summer School - Title I Aide/Title I Admin Asst		\$12.50	Hour	Classified	
Summer School - Instructors		\$25.00	Hour	Certified	
Training - AZELLA Certification		\$25.00	Hour	Certified	
Training - CPI		Hourly Rate	Hour	Classified	
Translation / Interpreting - Certified		\$25.00	Hour	Certified	if performed off-contract hours
Translation / Interpreting - Classified		\$25.00	Hour	Classified	if performed off-contract hours
Tutoring		\$25.00	Hour	Certified	Includes Homebound Service
Tutoring		\$15.00	Hour	Classified	
Tutoring - AVID		\$12.00	Hour	Class/Cert	
Adult English Tutor		\$25.00	Hour	Class/Cert	Paid with Title III monies
Varsity Football*					
	Ticket Seller / Taker	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Announcer	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Scoreboard	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Chain Crew	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Security	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Team Liaison	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
JV/Freshman Football*					
	Ticket Seller / Taker	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Announcer	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Scoreboard	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Chain Crew	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Security	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds

	Announcer	\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Timer	\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Event Judge	\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Baseball/Softball*					
	Announcer	\$25.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Ticket Seller / Taker	\$25.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
	Security	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Cross Country/Golf					
	Security	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds

CONSENT

Item 6M.

Agreement Renewal (MMERCI)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 M
FROM:	Dr. Rob Bueche, Executive Director of Federal Programs and Educational Services	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Agreement renewal between HUSD and Mingus Mountain Estate Residential Center, Inc. (MMERCI)	Action
		Consent X

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

SUPPORTING DATA:

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

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

Attached for your approval is the 2020-2021 agreement. New language is underlined and deleted language is ~~struck through~~.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2020-2021 school year.

Sample Motion:

I move to approve renewal of the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2020-2021 school year.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

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

AGREEMENT FOR EDUCATION SERVICES AND FUNDING

This AGREEMENT (the "Agreement") is made, entered into and effective from and after July 1, 2020, by and between HUMBOLDT UNIFIED SCHOOL DISTRICT ("HUSD") and the MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC. ("MMERCI"), an Arizona Non-profit Corporation, doing business as "MINGUS MOUNTAIN ACADEMY" pursuant to Title I, Part D, Subpart 2 (Section 1425).

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

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

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

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

1. Purpose and Goals. The purpose of this Agreement is to establish the roles and responsibilities of HUSD, the fiscal agent and local education agency ("LEA") on the one hand, and Mingus Mountain Academy, the delinquent facility in the distribution of Title I, Part D, Subpart 2 funds, on the other hand. The parties intend that such delinquent facilities funds will be used to prepare Mingus Mountain Academy students for a better future by preparing them academically, emotionally, and behaviorally. The allocation amount will be based on the annual count of students given to HUSD who reside at Mingus Mountain Academy.
2. Term. The term of this Agreement shall be from July 1, 2020 until June 30, 2021. This term shall terminate automatically should either party cease to exist in its current form, or alternate form, eligible under the laws of Arizona to enter into a memorandum for Title I, Part D, Subpart 2 services through this state, and its agencies and subdivisions. At the option of both parties, this agreement may be renegotiated on an annual basis.
3. Administration. The administrators of this Agreement shall be the Director of Federal Programs/School Improvement of HUSD and the Education Director of the Mingus Mountain Academy or their designees. The administrators shall meet quarterly to discuss matters associated with the Mingus Mountain Academy Title I program and this Agreement.
4. Educational Responsibilities of HUSD and MMERCI. For those attending the Mingus Mountain Academy, HUSD recognizes that MMERCI has the responsibility to assure that these students are receiving an educational program consistent with the laws, rules, and regulations of the State of Arizona and the Department of Education.
5. Graduation. Students who are attending Mingus Mountain Academy must meet graduation requirements approved by the Arizona State Board of Education, and will receive a diploma issued by Mingus Mountain Academy, unless an alternate agreement has been reached with the student's home district, or the agency that placed the student at MMERCI.
6. Program Description. MMERCI will administer this Agreement and conduct its educational programs consistent with the following program description and as supplemented by the program description, as may be amended by MMERCI from time to time:
 - a. Communication with a Student's Home School District. MMERCI will coordinate with the child's home school district, by sending a voucher stating the student has been placed at

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

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

- x. Meet in person with HUSD district office personnel at least three times per year to go over programmatic and finance-related issues to ensure all entities are in compliance.
 - xi. Provide information to HUSD to input into the Title I, Part D grant application in a timely manner. Since the application resides as part of the ESSA Consolidated Application, MMERCI recognizes and affirms that HUSD may submit a revision on their behalf if a period of 15 business days passes without an official revision provided by MMERCI
- b. HUSD Roles and Responsibilities. Humboldt Unified School District will:
 - i. Act as the LEA/Fiscal Agent for Mingus Mountain Academy with regard to the Title I, Part D, Subpart 2 funds;
 - ii. Request copies of all invoices, payroll documentation pertaining to expenses of Title I, Part D, Subpart 2 funds and reimburse Mingus Mountain Academy on a monthly basis for the total allotted amount of the annual Title I, Part D, Subpart 2 funds minus the agreed upon indirect cost and administrative fee.
- 8. Evaluation. At the end of each school year, MMERCI will complete a year-end evaluation process in an effort to measure the program. The year-end evaluation shall disaggregate data on participation by gender, race, ethnicity, and age, in order to determine the program's impact on the ability of participants to:
 - a. Maintain and improve educational achievement;
 - b. Accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - c. Make the transition to a regular program or other education program operated by a local education agency;
 - d. Complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected or delinquent children and youth; and
 - e. Participate in post-secondary education and job training programs as appropriate.
- 9. Property. MMERCI and HUSD may acquire and own any real or personal property necessary to accomplish the objectives of this Agreement. Such real or personal property shall remain titled in the owner or purchaser thereof, even though leased or loaned to the other party for the purpose of accomplishing the objectives of this Agreement. Upon termination of this Agreement, any property jointly owned by the parties hereto will be sold, and the proceeds distributed equally to the parties, or will be distributed as the parties may otherwise agree as permitted by law.
- 10. Funding. For the purpose of funding educational programming for resident juveniles at the Mingus Mountain Academy, the parties hereby agree as follows:
 - a. Title I, Part D, Subpart 2 funds. To insure compliance with the rules and regulations governing funding of Title I, Part D, Subpart 2 funds, all reimbursements for Title I, Part D, Subpart 2 fund expenditures will be made through the HUSD accounting system. MMERCI will submit within 5 business days following the conclusion of the month for which billing is requested a signed invoice with supporting documentation of the Title I, Part D, Subpart 2 approved salary, benefits, supply and capital expenses to HUSD. Within 30 days of receiving the monthly reimbursement request, HUSD will reimburse MMERCI for the indicated amount after approval through the HUSD school board.
- 11. Administrative Fee. For the 2020-2021 school year, MMERCI will pay to HUSD an administrative fee of three percent (3%) of the total allocation allotted to MMERCI. In calculating this fee, all

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

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

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

WITNESS:

HUMBOLDT UNIFIED SCHOOL DISTRICT

_____ By: _____ Date: _____

WITNESS:

MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC.

_____ By: _____ Date: _____

CONSENT

Item 6N.

YCESA Agreement for Substitute Services

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	6 N
FROM:	Kort Miner, Executive Director of Operations	Reading	
DATE:	July 14, 2020	Discuss	
SUBJECT:	Substitute Consolidation Service Agreements - SmartFind	Action	
		Consent	X
<hr/>			
OBJECTIVE:	Board Governance		

SUPPORTING DATA

This IGA is the continuation of our partnership with the Yavapai County Educational Services Agency (YCESA) in conjunction with Educational Services, Inc. (ESI), to perform substitute services for the District for the fiscal year 2020-21. The IGA's term is for one year and there is a termination clause that allows for a 90-day written notice specifying the termination of said services.

The attached agreement for YCESA has been reviewed and approved by legal counsel.

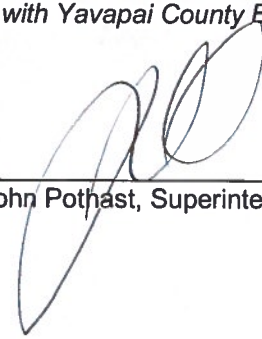
SUMMARY & RECOMMENDATION.

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

Sample Motion

I move to approve the agreement for substitute services with Yavapai County Education Service Agency for the 2020-21 fiscal year.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, 759-5016

**FY 2020-21
INTERGOVERNMENTAL AGREEMENT
FOR SUBSTITUTE TEACHER CONSOLIDATION SERVICES
BETWEEN HUMBOLDT UNIFIED SCHOOL DISTRICT #22 AND
YAVAPAI COUNTY**

This Intergovernmental Agreement for Substitute Teacher Consolidation Services (hereinafter referred to as this "IGA") is made and entered into by and between Humboldt Unified School District #22 (hereinafter referred to as "DISTRICT") and Yavapai County through the Yavapai County School Superintendent also known as the Yavapai County Education Service Agency (hereinafter referred to as "YCESA"). DISTRICT and YCESA may each be referred individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to A.R.S. § 15-342(13), DISTRICT is authorized to enter into this IGA with YCESA; and,

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

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

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

WHEREAS, pursuant to A.R.S. § 11-952, the Parties are authorized and wish to enter into this IGA for joint or cooperative action for the YCESA to provide support to DISTRICT for substitute teacher consolidation services.

AGREEMENT

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

1. **Duration/Term.** This IGA's term is for one (1) year and shall be effective for Fiscal Year 2020-2021 (hereinafter referred to as "FY 2020-21") from July 1, 2020, through June 30, 2021.

2. Termination.

2.1 Termination by Mutual Agreement. This IGA may be terminated at any time by mutual agreement of the Parties.

2.2 Termination for Convenience/Termination Without Cause. Either Party may terminate this IGA with ninety (90) days advance written notice specifying the termination date.

2.3 Termination for Breach. In the event of a material breach, default, or violation of any term or condition of this IGA by any Party, the Party claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the breaching Party's receipt of notice, this IGA shall terminate, at the option of the Party alleging such breach.

2.4 Immediate Termination by YCESA. This IGA may be terminated prior to its expiration, at the election of YCESA, without penalty or prejudice to YCESA, immediately upon written notice by YCESA to DISTRICT upon the occurrence of the following events:

2.4.1 Governmental emergency action that lasts for more than fourteen (14) days that makes it impracticable for YCESA to perform its obligations under this IGA;

2.4.2 Changes to applicable laws and regulations that make it impracticable for YCESA to perform its obligations under this IGA; or

2.4.3 Any event or action that makes it impracticable for YCESA to perform its obligations under this IGA.

2.5 Cancellation for Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

2.6 Any termination or cancellation of this IGA shall not relieve the Parties of their respective obligations for costs of goods or services actually provided prior to the effective date of the termination.

3. Purpose. The purpose of this IGA is that YCESA shall provide assistance to DISTRICT to increase substitute teacher fill rates in an effort to lower costs related thereto. This IGA and the Yavapai County substitute teacher consolidation partnership are intended to support and enhance student achievement by providing DISTRICT with efficient coordination and placement of substitute teachers.

4. Scope of Work: Services Provided by YCESA. YCESA shall provide the following services to DISTRICT:

- 5.1 YCESA shall work with Educational Services Inc., an Arizona corporation, with a trade name of Educational Services (hereinafter referred to as "ESI") to provide and assign substitute teachers that are employees of ESI (hereinafter referred to as "substitute" or "substitutes") to DISTRICT upon DISTRICT's request.
 - 5.2 YCESA shall employ a Substitute Coordinator for the purpose of facilitating and coordinating the assignment of a substitute at DISTRICT. The Substitute Coordinator shall conduct all services from a YCESA approved site.
 - 5.3 Upon request and notification that a written agreement between ESI and DISTRICT exists, YCESA shall provide the services of coordinating and assigning a substitute at DISTRICT when required.
 - 5.4 The Substitute Coordinator shall manage the Substitute Coordination Software obtained from ESI for the purpose of coordinating and assigning substitutes to both short and long-term vacancies as requested by DISTRICT.
 - 5.5 YCESA shall provide training related to the Yavapai County substitute teacher consolidation program to substitutes, DISTRICT personnel, and relevant YCESA employees.
 - 5.6 YCESA direction of substitutes is limited to a Yavapai County school assignment (times and dates) and related training.
 - 5.7 YCESA shall have no responsibility or liability for the employment, quality or credentialing of a substitute, and YCESA shall have no responsibility or liability arising from any services provided pursuant to a separate written agreement between ESI and DISTRICT.
 - 5.8 YCESA is not responsible for any costs or fees associated with ESI services provided to DISTRICT.
6. **Scope of Work: Services Provided by DISTRICT.** DISTRICT shall provide the following duties to YCESA:
- 6.1 DISTRICT shall contract with ESI to provide substitute teachers that are employees of ESI.
 - 6.2 DISTRICT is responsible for all costs and fees associated with ESI services provided to DISTRICT.
 - 6.3 DISTRICT shall promptly notify YCESA if the written agreement between DISTRICT and ESI is terminated.

- 6.4 DISTRICT SHALL provide, in a prompt and timely manner, all information reasonably requested by YCESA.
- 6.5 DISTRICT shall designate a responsible, authorized person to:
- (a) serve as a point of contact for the YCESA Substitute Coordinator;
 - (b) satisfy all substitute requirements as requested; and
 - (c) communicate with YCESA on all matters relating to this IGA.
- 6.6 DISTRICT has the right to direct substitutes only to the extent necessary to conduct the DISTRICT's business and operations and to comply with licensing and certification requirements that apply to DISTRICT or to any substitute.
- 6.7 DISTRICT shall fully comply with all applicable federal and state laws, rules and regulations, and local ordinances.
7. **Representations and Warranties.** The Parties hereby warrant and agree that ESI is an independent contractor and shall perform its obligations under this IGA as an independent contractor. ESI is not an employee of DISTRICT or YCESA. Any substitute provided by ESI to perform substitute services for DISTRICT shall be an employee of ESI and not of DISTRICT or YCESA. ESI shall retain full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of substitutes and as specified pursuant to a separate agreement between ESI and DISTRICT.
8. **Payment and Consideration.** A Party shall provide the services outlined in this IGA in reliance on the other with the understanding that consideration is satisfied by the performance of said services. No monetary payment shall be exchanged between DISTRICT and YCESA in satisfaction of the obligations pursuant to this IGA.
9. **Confidentiality.** The Parties shall keep confidential all student records and all student's personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and regulations adopted thereunder, including 34 CFR part 99; the Reauthorization of the Individuals with Disabilities Education Act of 2004 ("IDEA"), 20 U.S. Code § 1400, and regulations adopted thereunder; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations adopted thereunder; the Privacy Act of 1974, 5 U.S.C. § 552a, and regulations adopted thereunder; State and Federal law; and DISTRICT and school board policies.
10. **Retention and Inspection of Records.** Each Party shall make, and shall contractually require each subcontractor to make, all books, accounts, reports, files, and other records relating to the performance of this IGA open to inspection and audit at reasonable times during regular business hours. Each Party shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this IGA for a period of five (5) years after termination of this IGA.

11. **Non-appropriation of funds.** The Parties recognize and acknowledge that both Parties are governmental entities and this IGA's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either Party's obligations under this IGA, then the affected Party shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this IGA shall automatically expire without penalty to either Party, except that the Parties are still responsible for their obligations and costs incurred prior to any expiration of this IGA. If either Party's allocation of funds is reduced, then the scope of this IGA may be reduced, if appropriate, or this IGA may be cancelled without further duty or obligation, except that the Parties are still responsible for their obligations and costs incurred prior to any cancellation of this IGA.
12. **Force Majeure.** Except for the duty to pay contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this IGA arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this IGA.
13. **Property Disposition Clause.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this IGA. Any property acquired during the term of this IGA shall be returned to the purchasing Party no more than thirty (30) days from the effective date of termination of this IGA.
14. **Insurance.** Each Party shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
15. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

- 16. Notices.** All notices required or permitted to be given under the terms of this IGA shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to DISTRICT to:

Humboldt Unified School District #22

Attn: John Pothast

6411 N Robert Road

Prescott Valley, Arizona 86314

If to YCESA to:

Yavapai County School Superintendent

Attn: Tim Carter

2970 Centerpointe East Drive

Prescott, AZ 86301

A Party shall have the right to change the place notice is to be given by providing written notice to the other Party in accordance with this section.

- 17. Relationship of Parties.** Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this IGA, be entitled or eligible, by reason of this IGA, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 18. Third Parties.** Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or YCESA. This IGA is not intended to benefit any third party.
- 19. Assignment.** No Party to this IGA may assign any of its rights or responsibilities under this IGA, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this IGA, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 20. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including environmental laws.

21. **Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
22. **Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this IGA by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
23. **Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
24. **Workers’ Compensation.** For purposes of workers’ compensation, an employee of a Party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this IGA, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
25. **Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this IGA shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
26. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.
27. **Governing Law and Venue.** This IGA shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this IGA shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any

other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this IGA. Any changes in the governing laws, rules, and regulations that do not materially affect DISTRICT's obligations under this IGA during the Term of this IGA will apply but will not require an Amendment.

28. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this IGA or the relationship among the Parties hereto, either Party may propose amendments to this IGA to bring this IGA into conformity with such laws. If DISTRICT and YCESA are unable to reach agreement on the renegotiation of this IGA within thirty (30) days of the initiation of negotiations, then either Party may terminate this IGA upon written notice to the other Party.
29. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this IGA are a part of this IGA as if fully stated herein.
30. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this IGA are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this IGA are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
31. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this IGA does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this IGA. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this IGA shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
32. **Parol Evidence.** This IGA is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this IGA.
33. **Headings and Construction of Agreement.** In construing this IGA, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this IGA or considered a part of this IGA. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.
34. **Fair Meaning.** This IGA shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

35. **Entire Agreement.** This IGA contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this IGA must be in writing and signed by all Parties.
36. **Execution in Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this IGA. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
37. **Legal Agreement.** This IGA is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this IGA, each person signing this IGA represents and warrants that he or she is duly authorized and has the legal capacity to execute this IGA and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

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

DISTRICT: Humboldt Unified School District #22

Signature of Governing Board President

Date: _____

Printed Name

Signature of Governing Board Member

Date: _____

Printed Name

Date: _____

Signature of Governing Board Member

Date: _____

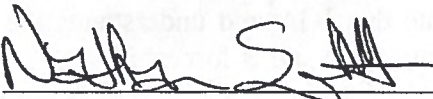
Printed Name

Signature of Governing Board Member

Date: _____

Printed Name

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for DISTRICT, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to DISTRICT.



Signature

Date: 6/16/2020

NATHAN SCOTT / HUFFORD HOBBSMAN
Printed Name and Title/Law Firm Name

YCESA: Yavapai County through the Yavapai County School Superintendent also known as the Yavapai County Education Service Agency

Tim Carter
Yavapai County School Superintendent

Date: _____

APPROVED BY:

Craig L. Brown, Chairman
Yavapai County Board of Supervisors

Date: _____

ATTEST:

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

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for YCESA, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to YCESA.

Joy L. Biedermann
Deputy Yavapai County Attorney

Date: _____

CONSENT

Item 60.

Auditing Services

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 60
FROM:	Roger Studley	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Annual Renewal for Audit Services	Action
		Consent X

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

SUPPORTING DATA:

On March 15, 2018 the District issued an RFP for Audit Services for Fiscal Years-Ending June 30, 2018 through June 30, 2022.

Heinfeld Meech, PC was awarded a one (1) year contract with up to four (4) annual renewals. This renewal is for the audit of Fiscal Year-End June 30, 2020, the third year of the five year contract.

The cost for audit services for Fiscal Year-End June 30, 2020 is \$58,800 and is based on the attached Cost Proposal which was presented and accepted during the RFP process at the May 8, 2018 Board Meeting. The audit is an annual requirement and is budgeted as an operation cost from the Maintenance and Operation budget.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the annual renewal for auditing services provided by Heinfeld Meech, PC.

Sample Motion:

I move to approve the annual renewal for auditing services provided by Heinfeld Meech, PC for the auditing of Fiscal Year-End June 30, 2020, the third year of the five year contract as presented.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer (759-4000)

Cost Proposal

Upon acceptance of this proposal submitted herewith, the undersigned hereby agrees to enter into a contract with the Humboldt Unified School District No. 22 (the District) to perform the services as described in the Request for Proposals No 13-001-17. The undersigned agrees to perform the services for a total cost "not to exceed" the amount proposed below.

Total charges, including expenses, will not exceed:

Fiscal Year-End	Audit of			Other Non-Audit Services*	Total
	Financial Statements	CAFR	Federal Programs		
June 30, 2018	\$46,750	\$3,750	\$3,500	\$1,550	\$55,550
June 30, 2019	48,250	3,750	3,600	1,550	57,150
June 30, 2020	49,800	3,750	3,700	1,550	58,800
June 30, 2021	51,450	3,750	3,800	1,550	60,550
June 30, 2022	53,100	3,750	3,900	1,550	62,300

* Includes application fees for submittal of CAFR to ASBO & GFOA for awards (discounted member fees which require at least one membership is maintained for each organization by the District) and 10 printed black & white copies of the CAFR.

The audit fees for fiscal year 2016-17 were \$57,100. After evaluation of the anticipated needs of the District, we are able to offer a 5% decrease in the audit fees for the new contract.

The above fees are based on anticipated cooperation from your personnel in that the District will provide all information and complete all forms in a timely manner. In addition, the fees do not include additional time required for expansion of the scope of the audit due to changes, subsequent to the date of this proposal, in audit and/or reporting requirements that increase the scope of work.

Fees for Letters, Phone Calls or Other Services:

All letters, phone calls and services related to the audit for the scope of work as described in the District's Request for Proposals have been included in the total fees provided above. Additional services not included in the scope of the audit will be charged according to the hourly rates provided in this cost proposal.

Hourly Rates for Additional Services:

Any additional work authorized by the District completed before June 30, 2019 will be billed at the following hourly rates. These hourly rates will be increased 3% annually for any work completed after June 30, 2019. Any required additional services will be discussed with the District in advance and may be billed at the hourly rates listed below or at a negotiated fixed fee, depending on the nature of the additional work.

Principal - \$260; Manager - \$190; Senior - \$150; Staff - \$105

CPA Firm: Heinfeld, Meech & Co., P.C.

ADDRESS: 10120 North Oracle Road

Tucson, Arizona 85704

TELEPHONE: (520) 742-2611

SIGNED BY: Diane Bradley 

TITLE: Partner

DATE: April 5, 2018

CONSENT

Item 6P.

ASDB Addendum E

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 P
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Amendment of our five-year agreement with the Arizona School for the Deaf and Blind (ASDB) to update Addendum E	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement	

SUPPORTING DATA

Attached is our five-year agreement with ASDB which was approved by the governing board on January 12, 2016.

We are requesting to amend the agreement to update Addendum E for the 2020-2021 school year. There are no changes to the addendum for the 2020-2021 school year.

HUSD partners with ASDB to provide a comprehensive program for students with hearing impairments (HI) and visual impairments (VI). Having targeted schools within HUSD (Coyote Springs Elementary School, Glassford Hill Middle School, and Bradshaw Mountain High School), will allow students in the quad-cities area with hearing and vision impairments to get more service time, support, and access to needed assistive technology at one site. These students will be bussed to CSES, GHMS and BMHS from the quad-city area to receive their instruction and services at HUSD schools.

Addendum E details the cost of transporting students who are enrolled in HUSD under our open enrollment program pursuant to the Quad-City Partnership Program. The agreed upon cost for transportation is \$40,000 for the 2020-2021 school year as well as the district reimbursement amount of \$3,000 per student.

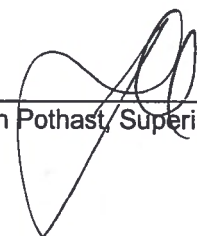
SUMMARY & RECOMMENDATION

It is the recommendation of administration that the amendment be approved.

Sample Motion

I move to approve the amended five-year agreement with the Arizona School for the Deaf and Blind to update Addendum E for the 2020-21 school year.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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

Arizona State Schools for the Deaf and the Blind

ADDENDUM E

Quad City Partnership Program

The Quad City Partnership is Addendum E to the Regional Cooperative Agreement between Humboldt School District ("Humboldt or Participating School") and the Arizona State Schools for the Deaf and the Blind ("ASDB") executed on January 12, 2016. Under the Quad City Partnership Program, Humboldt agreed that students eligible for services from ASDB North Central Regional Cooperative may enroll in Humboldt under Humboldt's Open Enrollment Program as described below.

1. For those students enrolled at Humboldt through Humboldt's Open Enrollment Program under the Quad City Partnership Program, ASDB agrees to reimburse \$3,000 to Humboldt for each student whose institutional voucher is received pursuant to this Quad City Partnership addendum. This addendum specifically modifies Addendum C for Quad City Partnership Program students only.
2. On an annual basis, ASDB and Humboldt will agree upon the cost of transporting students who are enrolled in Humboldt under Humboldt's Open Enrollment Program pursuant to the Quad City Partnership Program to Humboldt from an agreed upon pick up location and from Humboldt to an agreed upon drop off location each school day. ASDB will provide an agreed upon sum of monies to Humboldt on or before July 15, of each year. ASDB and Humboldt agree that ASDB has no further financial obligation for any and all costs associated with the transportation of these students; including but not limited to any injuries and/or damages as a result of transporting the students.
3. For the school year 2020-2021, ASDB and Humboldt have agreed that ASDB shall pay \$40,000 to Humboldt to transport the students in the Quad City Partnership from the students' agreed upon pick up location to Humboldt and from Humboldt to the student's agreed upon drop off location each school day.
4. This Addendum will terminate at the same time as the Regional Cooperative Agreement as originally determined pursuant to Section VI (A) (1).

Dr. Kristen Rex Date
Assistant Superintendent, Arizona State
Schools for the Deaf and the Blind

Mr. John Pothast
Superintendent, Humboldt Unified School District

Debra Sterling
Legal Counsel for ASDB

Attorney _____ Date _____
Legal Counsel for Humboldt USD

Print Name _____

CONSENT

Item 6Q.

ASCEND Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Patty Bitsilly, Director of Special Services
DATE: July 14, 2020
SUBJECT: Agreement with Private Day School - Ascend

Item # 6 Q
Reading
Discuss
Action
Consent X

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

SUPPORTING DATA

We currently pay tuition for three students to attend ASCEND (Autism Spectrum Center for Education and Neurological Development), an Arizona Department of Education approved private day school, per their IEPs (Individual Education Plan). For the 2020-2021 school year, at this time we will need to continue this agreement for the three students, per their IEP.

This agreement differs from the 2019-2020 agreement in the following manner:

- The annual tuition has increased from \$37,352 for the 2019-2020 contract year to \$38,472 for students who need a 1:1 staff to student ratio, not including related services cost outlined in the agreement.

SUMMARY & RECOMMENDATION

It is the recommendation of the Special Services Office to approve the agreement with ASCEND for the 2020-2021 school year.

Sample Motion

I move to approve the agreement with ASCEND for the 2020-2021 school year.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

Contract Agreement for 2020-2021 School Year

Date: _____, 2020

Parties: Humboldt Unified School District, an Arizona unified school district (“District”); and ASCEND, an Arizona non-profit corporation.

RECITALS:

1. ASCEND operates a program that provides the education and special education services. All references in the Agreement to ASCEND include its program.
2. The District and ASCEND may enter into an agreement to procure and provide services.
3. The District and ASCEND wish to make this Agreement for ASCEND to provide services for District students.

AGREEMENT:

The District and ASCEND agree as follows:

1. ASCEND Responsibilities: At the rates and under the terms as described in this Agreement ASCEND will provide educational services to District students. ASCEND shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standard and in accordance with each student’s IEP. ASCEND shall be responsible for discipline, as necessary. The services are further described below.

1.1 For each student, ASCEND shall provide research-based behavioral and academic guidance in a therapeutic setting.

1.2 ASCEND shall inform the District in a timely manner concerning: (1) student triennial-review meetings, and other required or appropriate meetings; (2) coordination of each student’s transportation needs; (3) the District’s financial responsibility for services provided to the student; and (4) the student’s performance and progress, to be addressed in quarterly updates.

1.2.1 ASCEND shall meet or confer on at least a quarterly basis in person or by telephone with District representatives about each student’s IEP performance and progress.

1.2.2 ASCEND will cooperate in all IEP and evaluations as needed.

1.2.3 ASCEND may call for additional IEP meetings if changes or additions need to be made to the IEP to ensure student progress.

1.3 ASCEND shall monitor student IEP's, triennial-reports, ATTENDANCE RECORDS and other appropriate records, for all students attending the ASCEND program. ASCEND will provide the District with each student's attendance records on a monthly basis.

1.4 ASCEND shall provide instruction and oversight by an Arizona certified special education with experience in autism and Applied Behavior Analysis.

1.5 ASCEND shall provide a paraprofessional on a 1:1 or 1:2 staff to student ratio daily, or as specified in the student's IEP. Paraprofessionals at ASCEND will receive extensive training in Applied Behavior Analysis and Professional Crisis Management.

1.6 ASCEND shall arrange, FBA/BIP, and triennial-review progress meetings.

1.7 ASCEND shall communicate and meet with parents and/or outside agencies, as appropriate or required.

1.8 ASCEND shall provide related services of physical therapy, occupational therapy, counseling, and speech therapy to the extent appropriate according to each student's IEP at the rates stated in this Agreement, when available through ASCEND staff or subcontractors. ASCEND will notify the district immediately if related service providers become unavailable.

1.9 ASCEND shall provide the District quarterly financial reports on tuition and payments for each student upon written request.

1.10 ASCEND shall fully comply with all applicable federal and state laws, regulations, and related ASCEND policies, including but not limited to policies and procedures on handling and dispensing medication.

1.11 ASCEND will provide any necessary certifications and insurance coverage as requested in writing by the District.

2. District Responsibilities. To accomplish this Agreement's purposes, the District shall provide all information reasonably requested by ASCEND 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 ASCEND, 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 triennial-review and other applicable meetings scheduled by ASCEND; (5) inform ASCEND promptly of changes in each student's demographic information, health, and family circumstances; (6) regularly and timely communicate with ASCEND regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with ASCEND on all matters relating to this Agreement.

2.2 The District shall provide the services of a school psychologist as needed.

2.3 The District shall ensure that the District keeps each student's parents or guardian fully informed of ASCEND's services provided to the student under this Agreement.

2.4 The District shall fully comply with all applicable federal and state laws, regulations, and related ASCEND policies, including but not limited to policies and procedures on handling and dispensing medication.

2.5 The District shall be responsible for maintaining all individual education plans for each student placed by the District with ASCEND. The district will provide ASCEND with a complete copy of the current IEP/MET upon placement.

3. 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 ASCEND program may be required as appropriate, which may result in a student's withdrawal from the ASCEND program.

4. Duration. This Agreement's term is (FY 2020-21), unless terminated earlier as provided in Item 9.

5. Payments. ASCEND shall invoice the District on a quarterly block basis calculated on the enrollment date of the student.

5.1 Tuition is a base tuition that includes all instructional costs and materials;

- 5.2 2 staff to 1 student ratio \$14160.44 per quarter. 1:1 staff to student ratio \$9618.00 per quarter. 1:2 staff to student ratio \$6,867.00 per quarter.
- 5.3 Payments are due and payable for each prepaid block purchase on the following dates of each academic year: July 15th, October 15th, January 15th and April 15th.
- 5.4 ASCEND will report student absences to District once per month by the 15th of the following month. Student absences will not be deducted.
- 5.5 ASCEND will bill District each quarter for students enrolled any time during that instructional quarter.
6. **Related Support Services.** Related support services are available for purchase from ASCEND. Purchased support services are added to the base tuition.
- 6.1 Speech therapy---\$425 per quarter per 30 minutes per week.
- 6.2 Occupational therapy---\$425 per quarter per 30 minutes per week.
- 6.3 ABA consultation---\$150 per hour.
- 6.4 District may choose to purchase directly from ASCEND or provide its own service provider as stated in the IEP. District must notify ASCEND in writing if the District wishes to contract with ASCEND for related support services.
7. **Transportation.** District assumes all transportation costs and responsibility for transportation of students. unless transportation.
8. **Termination.** The District may terminate this Agreement on 30-days' written notice. ASCEND 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 ASCEND has already provided services for District student(s) during the fiscal year in which the District withdraws.
9. **Alternative Dispute Resolution.** Prior to filing a claim in any court, the District and ASCEND agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.

10. Indemnification. To the fullest extent permitted by law, the District and ASCEND 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 Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

11. 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.

12. Miscellaneous Provisions.

12.1 Governing Law. This Agreement's interpretation and performance are governed by Arizona law.

12.2 No Waiver. No action or failure to act by the District or ASCEND 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 ASCEND memorialize the waiver or approval in writing and sign it.

12.3 Entire Agreement. This Agreement represents the entire, integrated agreement between the District and ASCEND. 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 ASCEND.

12.4 Third Parties. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against the District or ASCEND. This Agreement is not intended to benefit any third party.

12.5 Binding Effect. The District and ASCEND 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 Agreement's covenants, terms, and conditions.

12.6 Notices. All notices under this Agreement must be in writing and sent to the respective addresses of the parties. 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.

12.7 Severability. If any provision(s) of this 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.

12.8 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.

12.9 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.

12.10 Conflict of Interest. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.

Dated _____, 2020

District:

Humboldt Unified School District No. 22

Approved as to form:

By _____

Name: _____

Counsel for District

Title: _____

ASCEND:

By:

Name: _____

Title: _____

Exhibit 1

Verification of Eligibility

(to be signed by the Superintendent or Special Education Director of the District)

1. I, _____ (title) of the _____ Unified School District, hereby state that I have reviewed the facts and records related to the students listed on Exhibit 2, and hereby verify that each student is diagnosed with a disability as defined in A.R.S. §15-761.
2. No appropriate program exists within the school district and appropriate services for these students cannot be provided in traditional resource or self-contained special education classes.

Signature

Title

Date

CONSENT

Item 6R.

Catch-Up MOU - United Way

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 R
FROM:	Dr. Rob Bueche, Executive Director of Federal Programs/Educational Services	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Memorandum of Understanding between HUSD and United Way of Yavapai County	Action
		Consent X

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

SUPPORTING DATA:

The purpose of this agreement is to accept a grant amount of \$16,000 from the United Way of Yavapai County. The grant will offer to the Humboldt Unified School District a program known as Catch-Up After School, where students who are identified as having a need for literacy skills will receive additional assistance twice a week for a total of eight weeks. The program has successfully run in the Humboldt Unified School District since the 2014-2015 school year.

Attached for your approval is the 2020-2021 agreement. New language is underlined and deleted language is ~~struck through~~. The only changes were to the year of the agreement and an increase in the agreement from \$12,000 to \$16,000.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and United Way of Yavapai County, for the 2020-2021 school year.

Sample Motion:

I move to approve renewal of the Memorandum of Understanding between Humboldt Unified School District and United Way of Yavapai County, for the 2020-2021 school year.

Approved for transmittal to the Governing Board: _____

Mr. John Pothast, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director of Federal Programs/Educational Services at 759-4010



Partner Agency Memorandum of Understanding (MOU)

Agency Name: Humboldt Unified School District

Program Name: Catch Up After School

Grant Amount: \$16,000.00

Duration

The Period of Performance of this Memorandum of Understanding (MOU) is July 2020 to June 2021.

Purpose & Intent

The purpose of this MOU is to define and formalize the agreement between United Way of Yavapai County (UWYC) and Agency/Program named above.

The intent of the MOU is to set the cooperative basis of any and all obligations between the UWYC and above reference Agency/Program relative to the United Way's 2020/2021 Community Impact Grant Funds. A clear understanding and mutual acceptance of the respective roles and responsibilities of the Agency/Program named above and the UWYC are essential to their joint effort to meet the critical needs of Yavapai County residents.

General Provisions

Agency referenced above agrees to adhere to the following terms associated with accepting program grant funds from the UWYC:

1. Agency agrees to deliver the program(s) described in its grant application and that the funds received from the UWYC will be used for operational and program expenditures for the approved program(s) as described in the Agency's grant application. Agency acknowledges that funding is not transferable to another program without prior, written approval of the UWYC Board of Directors.
2. If the Agency eliminates the UWYC funded program during the MOU period of performance, or if the need for the funded program is lessened, the Agency is to notify the UWYC in a timely manner so that appropriate action can be taken.
3. During the MOU period of performance, the Agency will inform the UWYC in a timely manner of all budgetary changes that affect programs and services conducted by the Agency.

4. Agency agrees to comply with the terms of accountability set by the UWYC, that is submission of the **Interim Community Impact Grant Report, at six months and Year-end Community Impact Grant Report** at twelve months. Agency also agrees to permit and cooperate with audits of any program funded by UWYC.
 - **NOTE:** Agencies that fail to submit a Final Community Impact Grant Report will not be eligible for funding in the subsequent grant cycle.
5. Agency agrees to identify itself year-round in every practical manner as a recipient of UWYC support through the display of UWYC's logo on its property, the inclusion of the UWYC logo on all funded program promotional publications and website, recognition of UWYC at events, and provide acknowledgement of UWYC funding in press releases.
6. Agency acknowledges that the amount of grant funding actually allocated to it may not be equal to the amount originally awarded. The Agency understands the difference between award and funds disbursed is dependent upon a number of factors including, but not limited to, change in economic factors, percentage of pledges actually collected or received by the UWYC and compliance by the Agency with all provisions of this MOU. **Furthermore, the Agency understands and agrees that the UWYC Board of Directors may alter the amount disbursed to the Agency during the award period based on the Agency's non-compliance with the provisions of this MOU or substantial change in local economy.**
7. Agency agrees to report in writing in a timely manner to the Executive Director of the UWYC any investigation by any police agency, any government treasury department investigation or any other regulatory agency investigation (particularly regarding allegations of financial or managerial misconduct or allegations of criminal misconduct by the agency or by any member of its board or staff.) The Agency further agrees that the UWYC will be advised in a timely manner of any adverse accountant or auditor reports or remedial financial recommendations.
8. Agency agrees to support and assist with the fundraising campaign of the UWYC through volunteer involvement (including availability of staff and/or clients for speaking engagements) and will ask the Agency's Board of Directors, volunteers and staff members to consider providing financial support of the annual UWYC fundraising campaign.
9. Agency will offer services or programs within Yavapai County.
10. Agency will be registered and in good standing with the Arizona Secretary of State and the IRS as a 501(c)(3) organization or will be a recognized educational entity that can receive non-profit contributions, complying with all applicable regulation, bylaws and articles.
11. Agency will allow access to program and financial records to representatives of UWYC if requested.

12. United Way Worldwide requires that all funded Agencies certify that all UWYC funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

In compliance with the USA PATRIOT Act and other counterterrorism laws, The UWYC requires that each agency certify the following:

"I hereby certify on behalf of (agency) that all UWYC funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

Agency's signature on this MOU indicates compliance with the above statement.

UWYC agrees to adhere to the following during the MOU period of performance:

13. UWYC will respect the agency's autonomy and right to determine its own policies, procedures and programs in meeting its mission and vision statements.
14. UWYC will conduct a fundraising campaign to meet the needs of the community.
15. UWYC will allocate funds through an annual Community Impact Grant process that requires review and reporting procedures to ensure accountability and effectiveness of funded programs.
16. UWYC will provide adequate and unbiased review of grant applications to ensure expenditures of funds meet priority needs of the community and support the UWYC missions.
17. UWYC will follow accepted accounting principles and have an annual independent audit completed.
18. UWYC will promote each funded agency by name/program and services to the community.
19. UWYC will disburse approved grant funds as indicated under item #6 above.

Termination

Failure to comply with the provisions of this MOU may result in termination of grant funds and/or Partner Agency status. Termination shall be accomplished at any time through a vote of the UWYC Board of Directors and a written notice detailing reasons for termination sent to the Agency via certified mail.

Agency may terminate this MOU at any time by sending via certified mail a written notice to UWYC. Any unused UWYC funds will be returned to UWYC in a timely manner. Good faith efforts will be

made to reimburse UWYC any funds that were spent but that will not fulfil the program objectives for which the funding was given. The UWYC reserves the right to discuss any Agency's decision to terminate this agreement with the Agency's Executive Committee.

Agreement

UWYC will attend to the provisions outlined within this document and signing below affirms its commitment to do so. The signature of Agency representative(s) indicates its commitment to the same. Before grant funding can be released, UWYC must have this signed document on file.

This MOU has been read and approved.

Agency

Executive Director

Print Name and Title

Signature and Date

President of the Board

Print Name and Title

Signature and Date

United Way of Yavapai County

Executive Director

Kathleen O'Connor- Masse / Interim Executive Director
Print Name and Title

Signature and Date



**United Way of
Yavapai County**

1678 Oaklawn Drive Ste. A
Prescott, AZ 86305

CONSENT

Item 6S.

Disposal of textbooks

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 65

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

DATE: July 14, 2020 Discuss

SUBJECT: Disposal of Outdated Texts through Recycling Action

Consent X

OBJECTIVE: Board Governance

SUPPORTING DATA:

As a District, through the adoptions of math and ELA, we have a growing collection of outdated textbooks that no longer meet the curricular expectations of the District nor have any market value to book vendors due to their age and misalignment to the content standards. These outdated content driven textbooks now only have value in their recycling. Humboldt Unified School District may transport the textbooks to Assured Document Destruction in Tempe, Arizona at no cost to the District for recycling. As far as the donation value of these recyclables are concerned, Arizona Pulp and Paper is associated with the Arizona School for the Deaf and Blind and will donate any proceeds garnered from our allotment to them. A pallet of books that average three feet tall, are valued at one cent per pound, an average of \$12-\$15 per pallet. We have roughly 10 pallets to donate. This equates to one box truckload for this Tempe-based company.

The following textbooks are obsolete and have no value for resale:

Quantity	Item
408	McDougall Littell- Algebra II
2	McDougall Littell- Algebra II Teacher's Edition
6	McDougall Littell- Geometry
2	McDougall Littell- Algebra I
11	McDougall Littell- Chapter Resource Books
8	Prentice-Hall Pre-Algebra Mathematics
1	AGS Publishing- Algebra I
64	2007 World Almanac
1	SRA 2A Pilot Library
2	SRA 1A
1	SRA 1B
74	Intermediate Dictionary Scott Foresman
53	American Heritage Children's Thesaurus
1	Intermediate Dictionary

Questions should be directed to: Dr. Rob Bueche, Executive Director- Educational Services/Federal Programs (759-4010)

32	Writers Express
2	Writers Express Teacher's Edition Kits
44	Beginning Thorndike Barnhart Dictionary
8	Thorndike Barnhart Dictionary
20	Beginning Dictionary Scott Foresman
64	Children's Thesaurus
21	Scott Foresman Beginning Dictionary
14	Intermediate Thorndike Barnhart Dictionary
11	My Second Picture Dictionary
3	In Other Word Beginning Thesaurus
1	School Dictionary
1	MacMillan Dictionary for Students
8	Scholastic Children's Dictionary
3	Merriam Webster's Elementary Dictionary
1	Advanced Dictionary
11	Merriam Webster's Intermediate Dictionary
36	My First Picture Dictionary
11	Scott Foresman Intermediate Dictionary
1	Scott Foresman Advanced Dictionary
8	Intermediate Dictionary Thorndike Barnhart
1	Webster Elementary Dictionary
4	Scholastic Children's Dictionary
6	Scott Foresman Beginning Dictionary
2	Beginning Thorndike Barnhart Dictionary
10	My Second Picture Dictionary
9	Merriam Webster's School Dictionary

SUMMARY & RECOMMENDATION

It is the recommendation from the administration to approve the disposal of obsolete textbooks through the delivery of the textbooks for recycling at Assured Document Destruction

Sample Motion:

I move to approve the recycling/disposal of our outdated textbooks through Assured Document Destruction.

Approved for transmittal to the Governing Board: _____

Mr. John Pothast, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director- Educational Services/Federal Programs (759-4010)

CONSENT

Item 6T.

AIA Declaration

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6 ^T
FROM:	Clairinda Weatherwax	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	AIA Declaration Regarding Membership	Action
		Consent X

OBJECTIVE: Goal #2 Planning for Future Student Needs

SUPPORTING DATA:

This Declaration is new for the upcoming school year from the Arizona Interscholastic Association, Inc. It stems from the three schools who sued the AIA over their football classification and lost. This document will need to be signed each year stating by being a part of the AIA we will follow the rules set by the AIA.

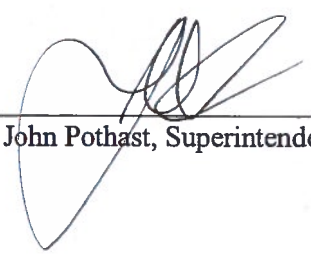
SUMMARY & RECOMMENDATION:

Signing the required Declaration Regarding Membership in the Arizona Interscholastic Association, Inc. (AIA), which indicates we will conduct our school under the AIA bylaw, policies and procedures, will allow Bradshaw Mountain High School to continue to participate in AIA events throughout the 2020-21 school year. It is recommended that the Governing Board approve sign the Declaration.

Sample Motion:

I move to approve signing of the AIA Declaration Regarding Membership in the Arizona Interscholastic Association, Inc. (AIA).

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Clairinda Weatherwax 759-4125



DECLARATION REGARDING MEMBERSHIP IN
THE ARIZONA INTERSCHOLASTIC ASSOCIATION, INC. (AIA)

Undersigned are authorized and responsible representatives of the following AIA member school: Bradshaw Mountain HS. They understand and agree, as a consideration of AIA membership, that they will conduct the school's AIA interscholastic programs in accordance with and adherence to the AIA Constitution, Bylaws, Policies and Procedures, and the decisions of the AIA Executive Board.

Governing Board / Superintendent Signature

Kurt A. Miner

Principal Signature

Date

6-1-2020

Date

Athletic Director Signature

Date

Due no later than September 1
Submit to Tayler Coady (tcoady@aiaonline.org)

CONSENT

Item 6U.

Gifts & Donations

Gifts & Donations – July 14, 2020

Rachelle L. Begay
5700 Market St. #1058, Prescott Valley
Donated two bags of clothing to the Family Resource Center
With a donor's value of \$60

Heather Ratcliffe
7200 E. Trottin Down Rd, Prescott Valley
Donated thirteen bags of clothing and children's book
With a donor's value of \$1,300

Gregory H. Surguine
3951 N. Marden Lane, Prescott Valley
Donated eight bags of clothing
With a donor's value of \$2,000

DISCUSSION

Item 7A.

Closing of YUEBT

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 7A
FROM:	Roger Studley	Reading
DATE:	July 14, 2020	Discuss X
SUBJECT:	Closing of YUEBT	Action
		Consent

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

SUMMARY & RECOMMENDATION:

YUEBT ceased to exist on June 30, 2020. The assets of the organization are approximately \$4.2 million with 51% to Humboldt and 49% going to Prescott.

These funds are in an interest earning account with KAIROS, our medical insurance carrier. They may only be used for employee benefits. It is anticipated that they will be used to offset district insurance increases for the next several years.

Since there is a small possibility of additional claims coming due after the dissolving of the YUEBT, the Board agreed to pay from our shares any additional claims and or fees that may come up.

A final accounting of YUEBT will be completed by KAIROS and reviewed by the CFO's of Humboldt and Prescott USD's.

The Board decided to not have a final audit for various reasons:

- The last audit was clean
- Since the YUEBT is dissolved, who would the report be for
- The state insurance monitor didn't require it for dissolution
- Both District's CFO's agreed that an audit was not necessary

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer (759-4000)

DISCUSSION

Item 7B.

YCEF Mini-Grants Presentation

HUMBOLDT UNIFIED SCHOOL DISTRICT

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

FROM: Dr. Rob Bueche, Executive Director- Federal Reading
Programs and School Innovation

DATE: July 14, 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: _____


Mr. John Pothast, Superintendent

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

DISCUSSION

Item 7C.

Pandemic Report / Re-Entry Task Force

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 7C
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	July 14, 2020	Discuss x
SUBJECT:	Pandemic Preparedness Plan/Re-entry Task Force	Action
		Consent

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

SUPPORTING DATA

The HUSD Re-Entry Task Force will give the Board an update of their progress and plan for the 2020-21 school year.

SUMMARY & RECOMMENDATION

Sample Motion

N/A

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (928)759-5016

ACTION

Item 8A.

2020-2021

Budget

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8 A
FROM: Roger Studley, Chief Financial Officer Reading
DATE: July 14, 2020 Discuss X
SUBJECT: FY 20/21 Adopted Budget Action X

OBJECTIVE: Goal # 2 Planning for Future Student Needs

SUPPORTING DATA:

Per ARS 15-905 a: School districts in Arizona are required to adopted a budget for the upcoming school year no later than July 15th of the budget year.

HIGHLIGHTS:

The following represent the highlights of the FY 20-21 Adopted budget:

Maintenance and Operation Budget:

Base Level Support:

- \$4305.73 which includes an:
- Increase of \$ 103.42 that represents inflation
- Current Maint. & Op budget projected to be: \$36,346,799; 1.1% increase
- Includes budget balance carryover estimate of \$1,596,386
 - To be revised to actual after all the conclusion of the encumbrance period at the end of August.

ADM

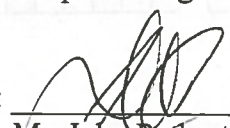
- Proposed budget was prepared using the FY 19/20 final 100 day numbers:5337
- The District will continue to monitor the ADM in FY 20/21 and adjust as needed

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the adopted budget for FY 20/21 as presented.

Suggested Motion: Motion to approved the 20/21 Adopted Budget as presented.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer



FY 2021

STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Adopted
Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2021 was

Proposed June 23, 2020

Adopted July 14, 2020

Revised _____

Date

REVENUES AND PROPERTY TAXATION

1. Total Budgeted Revenues for Fiscal Year 2020 \$ 20,386,715
2. Estimated Revenues by Source for Fiscal Year 2021 (excluding property taxes)

Local	1000	\$ 8,003,584
Intermediate	2000	\$ 3,825,465
State	3000	\$ 6,798,528
Federal	4000	\$ 2,744,956
TOTAL		\$ 21,372,533

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

Prior FY 2020	3.9008
Est. Budget FY 2021	3.9008

Primary Tax Rate:

Secondary Tax Rates:

M&O Override

Special Program Override

Capital Override

Class A Bonds

Class B Bonds

CTED

Desegregation

Total Secondary Tax Rate

	0.8519
	0.0500
	0.9019

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

	Budgeted Expenditures	Budget Limit
1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)	\$ 36,346,799	\$ 36,496,797
2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line A.12)	\$ 2,999,041	\$ 2,999,041
3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line 18 minus line 16)		\$ 7,332,298
4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)		\$ 46,828,136

AVERAGE TEACHER SALARIES (A.R.S. §15-903.E)

1. Average salary of all teachers employed in FY 2021 (budget year) \$ 43,247
2. Average salary of all teachers employed in FY 2020 (prior year) \$ 41,187
3. Increase in average teacher salary from the prior year \$ 2,060
4. Percentage increase 5%

Comments on average salary calculation (Optional):

The average teacher salary does not include the additional Proposition 301 (CSF) pay projected to be approximately \$7,000 if FY 20-21

5. Average salary of all teachers employed in FY 2018 \$ 36,609
6. Total percentage increase in average teacher salary since FY 2018 18%

6/30/2020 10:53 AM

Rev. 5/20 Arizona Department of Education and Auditor General

DISTRICT CONTACT INFORMATION

Prefix	First Name	Last Name	Email Address	Telephone Number	Extension
Mr.	John	Pothast	john.pothast@humboldtunified.com	928-759-5007	
Mrs.	Rebecca	Cooley	rebecca.cooley@humboldtunified.com	928-759-5007	
Mr.	Roger	Studley	arthur.studley@humboldtunified.com	928-759-4027	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mrs.	Amanda	Estrada	amanda.estrada@humboldtunified.com	928-759-4004	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mr.	Ken	Fox	kenneth.fox@humboldtunified.com	928-759-5192	
Mr.	Dave	Capka	david.capka@humboldtunified.com	928-759-4199	
Mrs.	Lisa	Krietenstein	lisa.krietenstein@humboldtunified.com	928-759-5104	
Mr.	Scott	Terry	scott.terry@humboldtunified.com	928-759-5044	
Dr.	Robert	Bueche	robert.bueche@humboldtunified.com	928-759-4010	
Mr.	Patrick	Keeling	patrick.keeling@humboldtunified.com	928-759-5024	
Mr.	Ryan	Gray	ryan.gray@humboldtunified.com	928-759-5007	
Mr.	Richard	Adler	richard.adler@humboldtunified.com	928-759-5007	
Mrs.	Suzie	Roth	suzie.roth@humboldtunified.com	928-759-5007	
Mr.	Paul	Ruwald	paul.ruwald@humboldtunified.com	928-759-5007	
Mr.	Corey	Christians	corey.christians@humboldtunified.com	928-759-5007	

SELECT from Dropdown

Tyler Technologies (Schoolmaster)

Infinite Visions

Intouch

www.humboldtunified.com

Student Information Systems (SIS) Vendor

Accounting Information System

Bookstore Cash Receiving System

District's website home page address

FUND 001 (M&O)

MAINTENANCE AND OPERATION (M&O) FUND

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY						Prior FY 2020	Budget FY 2021	
100 Regular Education										
1000 Instruction	226.56	226.56	10,353,026	3,200,426	684,389	497,683	3,780	14,775,206	14,739,304	-0.2%
2000 Support Services										
2100 Students	25.25	25.25	1,154,068	422,596	4,720	5,918		1,545,291	1,587,302	2.7%
2200 Instructional Staff	17.00	17.00	763,382	262,032	2,064	2,950	21,461	986,917	1,051,889	6.6%
2300 General Administration	3.00	3.00	328,184	99,008	84,241	6,700	21,697	531,825	539,830	1.5%
2400 School Administration	27.00	27.00	1,441,700	494,630	26,609	2,593	2,202	1,932,570	1,967,734	1.8%
2500 Central Services	18.45	18.45	733,932	329,538	159,438	104,371	26,057	1,353,336	1,353,336	1.3%
2600 Operation & Maintenance of Plant	48.50	48.50	1,464,945	709,345	1,355,590	1,100,941	119	4,575,210	4,610,940	0.8%
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	0.85	0.85	53,747	17,012	2,125	500		72,073	73,384	1.8%
610 School-Sponsored Co-curricular Activities	0.00	0.00	49,398	9,982				58,175	59,380	2.1%
620 School-Sponsored Athletics	1.00	1.00	249,304	49,775	4,696		11,225	308,919	315,000	2.0%
630 Other Instructional Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
700, 800, 900 Other Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal (lines 1-13)	367.61	367.61	16,591,686	5,594,344	2,303,872	1,721,656	86,541	26,121,622	26,298,099	0.7%
200 and 300 Special Education										
1000 Instruction	99.72	99.72	2,987,291	1,413,518	187,210	6,340	1,050	4,463,109	4,595,409	3.0%
2000 Support Services										
2100 Students	18.30	18.30	1,226,572	379,197	45,558	2,300		1,623,710	1,653,627	1.8%
2200 Instructional Staff	2.00	2.00	176,604	48,797	2,300	11,000	200	227,335	238,901	5.1%
2300 General Administration	0.00	0.00	0	0	0	0	0	0	0	0.0%
2400 School Administration	0.60	0.60	34,404	14,657				48,222	49,061	1.7%
2500 Central Services	0.00	0.00	0	0	2,009		150	2,159	2,159	0.0%
2600 Operation & Maintenance of Plant	0.00	0.00	0	0	0	0	0	0	0	0.0%
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 15-23)	120.62	120.62	4,424,871	1,856,169	237,077	1,000	1,400	6,365,535	6,540,157	2.7%
400 Pupil Transportation	57.30	57.30	1,802,298	807,179	152,860	448,325	215	3,166,918	3,210,877	1.4%
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	0.00	0.00	0	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0.00	0.00	0	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0.00	0.00	0	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	4.00	4.00	220,329	77,337				292,292	297,666	1.8%
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	549.53	549.53	23,039,184	8,335,029	2,693,809	2,190,621	88,156	35,946,387	36,346,799	1.1%

The district has budgeted less in the M&O Fund than the General Budget Limit as calculated on page 7 of 8 by \$149,998.

DISTRICT NAME Humboldt Unified School District No. 22

COUNTY YAVAPAI

CTD NUMBER 130222000 VERSION Adopted

SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Programs 200 and 300)

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY
1. Total All Disability Classifications	6,060,035	6,158,572
2. Gifted Education	0	
3. Remedial Education	0	
4. ELL Incremental Costs	0	
5. ELL Compensatory Instruction	0	
6. Vocational and Technical Education (non-CTED)	305,520	332,524
7. Career Education (non-CTED)	0	
8. Career Technical Education (CTED)	0	49,061
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	6,365,555	6,540,157

Proposed Ratios for Special Education

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 17
Staff-Pupil 1 to 5

Estimated FTE Certified Employees

(A.R.S. §§15-903.E.2)

	Prior FY	Budget FY
Number of FTE - Certified Employees	348.80	349.55
Number of FTE - Certified Purchased Services Personnel		3.00

Expenditures Budgeted for Audit Services
M&O Fund - Nonfederal 6350 54000
All Funds - Federal 6330 6,000

FY 2021 Performance Pay (A.R.S. §15-920)
Amount Budgeted in M&O Fund for a Performance Pay Component

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

Expenditures Budgeted in the M&O Fund for Food Service

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 74,384
(This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a))

Expenditures	Salaries 6100	Employees Benefits 6200	Purchased Services 6300, 6400, 6500 6810, 6890	Supplies 6600	Interest on Short-Term Debt 6850	Totals Prior FY 2020	Budget FY 2021	% Increase/ Decrease
Classroom Site Fund 011 - Base Salary								
1000 Instruction	498,558	99,120				597,678	597,678	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
Program 100 Subtotal (lines 1-3)	498,558	99,120				597,678	597,678	0.0%
200 and 300 Special Education								0.0%
1000 Instruction	70,032	14,074				84,106	84,106	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
Program 200 and 300 Subtotal (lines 5-7)	70,032	14,074				84,106	84,106	0.0%
Other Programs (Specify)								0.0%
1000 Instruction						0	0	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
3300 Community Services Operations						0	0	0.0%
Other Programs Subtotal (lines 9-13)						0	0	0.0%
Total Expenditures (lines 4, 8, and 13)	568,590	113,194				681,784	681,784	0.0%
Classroom Site Fund 012 - Performance Pay								
100 Regular Education								
1000 Instruction	1,091,295	216,420				1,307,715	1,307,715	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
Program 100 Subtotal (lines 15-17)	1,091,295	216,420				1,307,715	1,307,715	0.0%
200 and 300 Special Education								0.0%
1000 Instruction	148,346	29,873				178,219	178,219	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
Program 200 and 300 Subtotal (lines 19-21)	148,346	29,873				178,219	178,219	0.0%
Other Programs (Specify)								0.0%
1000 Instruction						0	0	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
3300 Community Services Operations						0	0	0.0%
Other Programs Subtotal (lines 23-26)						0	0	0.0%
Total Expenditures (lines 18, 22, and 27)	1,239,641	246,293				1,485,934	1,485,934	0.0%
Classroom Site Fund 013 - Other								
100 Regular Education								
1000 Instruction	1,615,101	152,215				1,767,316	1,767,316	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
Program 100 Subtotal (lines 29-31)	1,615,101	152,215				1,767,316	1,767,316	0.0%
200 and 300 Special Education								0.0%
1000 Instruction	140,030	28,212				168,242	168,242	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
2310 Support Services - Governing Board						0	0	0.0%
Program 200 and 300 Subtotal (lines 34-37)	140,030	28,212				168,242	168,242	0.0%
330 Dropout Prevention Programs						0	0	0.0%
Other Programs (Specify)								0.0%
1000 Instruction						0	0	0.0%
2100 Support Services - Students						0	0	0.0%
2200 Support Services - Instructional Staff						0	0	0.0%
2310 Support Services - Governing Board						0	0	0.0%
Program 200 and 300 Subtotal (lines 40-43)						0	0	0.0%
Other Programs Subtotal (lines 44-45)						0	0	0.0%
Total Expenditures (lines 33, 38, 39, and 44)	1,755,131	180,427				1,935,558	1,935,558	0.0%
Total Classroom Site Funds (lines 14, 28, and 47)	3,567,362	540,714				4,108,076	4,108,076	0.0%

The district has budgeted an amount in Fund 011 which is less than the Classroom Site Fund Budget Limit as calculated on Page 8 of 8 by \$1.

The district has budgeted an amount in Fund 012 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

The district has budgeted greater in Fund 013 than the Classroom Site Fund Budget Limit as calculated on Page 8 of 8 by \$1.

FUND 610

UNRESTRICTED CAPITAL OUTLAY (UCO) FUND

Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6831, 6832	Interest (4) 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Prior FY 2020	Budget FY 2021	
Unrestricted Capital Outlay Override (1)									
Unrestricted Capital Outlay Fund 610 (6)									
1000 Instruction									1.
2000 Support Services									2.
2100, 2200 Students and Instructional Staff	89,096	502,991	136,834				728,921	728,921	0.0%
2300, 2400, 2500, 2900 Administration	9,169						9,169	9,169	0.0%
2600 Operation & Maintenance of Plant	74,543		439,082				513,625	513,625	0.0%
2700 Student Transportation	2,096		10,000			30,000	40,000	40,000	0.0%
3000 Operation of Noninstructional Services (5)			434,613			1,465	438,174	438,174	0.0%
4000 Facilities Acquisition and Construction									6.
5000 Debt Service						1,269,152	2,166,241	1,269,152	0.0%
Total Unrestricted Capital Outlay Fund (lines 2-9)	174,904	502,991	1,020,529	0	0	1,300,617	3,896,130	2,999,041	-23.0%
10.									10.

The district has budgeted an amount in the UCO Fund equal to the Unrestricted Capital Budget Limit as calculated on Page 8 of 8.

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

(2) Detail by object code:

6641 Library Books	Unrestricted
6642 Textbooks	Capital Outlay
6643 Instructional Aids	61,000
673X Furniture and Equipment	441,991
673X Vehicles	37,534
673X Tech Hardware & Software	451,793

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

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

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

(3) Includes principal on Capital Equity Fund loans of _____, principal on capital leases of _____, and principal on bonds of _____.

(4) Includes interest on Capital Equity Fund loans of _____, interest on capital leases of _____, and interest on bonds of _____.

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

Expenditures	UNRESTRICTED CAPITAL OUTLAY Fund 610			BOND BUILDING Fund 630		NEW SCHOOL FACILITIES Fund 695		ADJACENT WAYS Fund 620 (2)	
	Prior FY	Budget FY		Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY
Total Fund Expenditures	1.	3,896,130	2,999,041	317,149	317,149	0	0	0	0
Select Object Codes Detail (1)									
6150 Classified Salaries	2.	0		0		0		0	
6200 Employee Benefits	3.	0		0		0		0	
6450 Construction Services	4.	2,192,058	1,294,969	317,149	317,149	0	0	0	0
6710 Land and Improvements	5.	0		0		0		0	
6720 Buildings and Improvements	6.	0		0		0		0	
673X Furniture and Equipment	7.	37,534	37,534	0		0		0	
673X Vehicles	8.	0	0	0		0		0	
673X Technology Hardware & Software	9.	451,793	451,793	0		0		0	
6831, 6832 Redemption of Principal	10.	0		0		0		0	
6841, 6842, 6850 Interest	11.	0		0		0		0	
Total (lines 2-11)	12.	2,681,385	1,784,296	317,149	317,149	0	0	0	0
Total amounts reported on lines 2-11 above for:									
Renovation	13.	1,743,765	1,294,969	296,549	296,549			0	
New Construction	14.	0	0	0		0		0	
Other	15.	937,620	489,327	20,600	20,600	0		0	
Total (lines 13-15, must equal line 12)	16.	2,681,385	1,784,296	317,149	317,149	0	0	0	0

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

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2021

\$ -

SPECIAL PROJECTS

FEDERAL PROJECTS	
1. 100-130 ESEA Title I - Helping Disadvantaged Children	
2. 140-150 ESEA Title II - Prof. Dev. and Technology	
3. 160 ESEA Title IV - 21st Century Schools	
4. 170-180 ESEA Title V - Promote Informed Parent Choice	
5. 190 ESEA Title III - Limited Eng. & Immigrant Students	
6. 200 ESEA Title VII - Indian Education	
7. 210 ESEA Title VI - Flexibility and Accountability	
8. 220 IDEA Part B	
9. 230 Johnson-O'Malley	
10. 240 Workforce Investment Act	
11. 250 AEA - Adult Education	
12. 260-270 Vocational Education - Basic Grants	
13. 280 ESEA Title X - Homeless Education	
14. 290 Medicaid Reimbursement	
15. 374 E-Rate	
16. 378 Impact Aid	
17. 300-399 Other Federal Projects (Besides E-Rate & Impact Aid)	
18. Total Federal Project Funds (lines 1-17)	
STATE PROJECTS	
19. 400 Vocational Education	
20. 410 Early Childhood Block Grant	
21. 420 Ext. School Yr. - Pupils with Disabilities	
22. 425 Adult Basic Education	
23. 430 Chemical Abuse Prevention Programs	
24. 435 Academic Contests	
25. 450 Gifted Education	
26. 456 College Credit Exam Incentives	
27. 457 Results-based Funding	
28. 460 Environmental Special Plate	
29. 465-499 Other State Projects	
30. Total State Project Funds (lines 19-29)	
31. Total Special Projects (lines 18 and 30)	

FTE		TOTAL ALL FUNCTIONS	
Prior FY	Budget FY	Prior FY	Budget FY
33.31	0.00	2,304,141	2,304,141
1.10	0.00	524,521	524,521
0.00	0.00	36,922	36,922
0.00	0.00	0	0
0.00	0.00	153,635	153,635
0.00	0.00	0	0
0.00	0.00	0	0
14.75	0.00	1,411,310	1,411,310
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.81	0.00	265,347	265,347
0.00	0.00	0	0
5.61	0.00	133,291	133,291
0.00	0.00	101,098	101,098
11.25	0.00	2,402,033	2,402,033
66.83	0.00	7,332,298	7,332,298
0.00	0.00	44,704	44,704
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	1,134	1,134
0.00	0.00	5,010	5,010
0.00	0.00	21,596	21,596
0.00	0.00	86,960	86,960
0.00	0.00	0	0
3.00	0.00	246,381	246,381
3.00	0.00	405,785	405,785
69.83	0.00	7,738,083	7,738,083

INSTRUCTIONAL IMPROVEMENT FUND (020)

Prior FY	Budget FY
71,352	71,300
271	0
0	0
412,788	415,000
484,411	486,300

OTHER FUNDS

1. 050 County, City, and Town Grants	
2. 071 English Language Learner (1)	
3. 072 Compensatory Instruction (1)	
4. 500 School Plant (2)	
5. 510 Food Service	
6. 515 Civic Center	
7. 520 Community School	
8. 525 Auxiliary Operations	
9. 526 Extracurricular Activities Fees Tax Credit	
10. 530 Gifts and Donations	
11. 535 Career & Tech. Ed. & Voc. Ed. Projects	
12. 540 Fingerprint	
13. 545 School Opening	
14. 550 Insurance Proceeds	
15. 555 Textbooks	
16. 565 Litigation Recovery	
17. 570 Indirect Costs	
18. 575 Unemployment Insurance	
19. 580 Teacherage	
20. 585 Insurance Refund	
21. 590 Grants and Gifts to Teachers	
22. 595 Advertisement	
23. 596 Career Technical Education	
24. 597 Arizona Industry Credentials Incentive	
25. 639 Impact Aid Revenue Bond Building	
26. 650 Gifts and Donations-Capital	
27. 660 Condemnation	
28. 665 Energy and Water Savings	
29. 686 Emergency Deficiencies Correction	
30. 691 Building Renewal Grant	
31. 700 Debt Service	
32. 720 Impact Aid Revenue Bond Debt Service	
33. 850 Student Activities	
34. Other	

Prior FY	Budget FY
157,842	157,842
0	0
128,246	128,246
2,722,660	2,722,660
173,741	173,741
238,565	238,565
776,696	776,696
734,323	734,323
181,265	181,265
0	0
5,661	5,661
0	0
317,748	317,748
21,246	21,246
26,154	26,154
1,237,088	1,237,088
108,840	108,840
0	0
0	0
21,929	21,929
5,811	5,811
1,051,307	1,051,307
0	0
13,738	13,738
0	0
341,232	341,232
0	0
432,889	432,889
3,971,900	3,971,900
0	0
6,338,260	103,011
6,338,260	6,338,260

INTERNAL SERVICE FUNDS 950-989

1. 9 Self-Insurance	
2. 955 Intergovernmental Agreements	
3. 9 OPEB	
4. 9	

Prior FY	Budget FY
0	0
0	0
0	0
0	0

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

\$ 128,246

CALCULATION OF FY 2021 GENERAL BUDGET LIMIT
(A.R.S. §15-947.C)

		A. Maintenance and Operation	B. Unrestricted Capital Outlay
*1. FY 2021 Revenue Control Limit (RCL) (from APOR55 tab, page 4)	\$ 34,313,153	\$ 34,313,153	\$ 0
*2. (a) FY 2021 District Additional Assistance (DAA) (from APOR55 tab, page 5)	\$ 2,580,644		
(b) DAA Reduction for State Budget Adjustments (from APOR55 tab, page 5)	395,475		
(c) Total DAA (line 2.a minus 2.b)	\$ 2,185,169	927,258	1,257,911
*3. FY 2021 Override Authorization (A.R.S. §§15-481 and 15-482 or 15-949) If small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)			
(a) Maintenance and Operation			
(b) Unrestricted Capital Outlay			
(c) Special Program			
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824) Local (Do not include full-day kindergarten or summer school tuition)			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts			
(c) Out-of-State Districts and Other Governments			
State			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)			
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)			
*7. Increase Authorized by County School Superintendent for Accommodation Schools [not to exceed amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(e)] (A.R.S. §15-974.B)			
8. Budget Increase for:			
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)			
* (b) Tuition Out Debt Service (from Calculations page, Calculation of Tuition Out for High School Students, line 5) (A.R.S. §15-910.M)		0	
* (c) Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 13) (A.R.S. §15-943.01)		1,596,386	
(d) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)			
(e) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2019 (A.R.S. §15-910.N)			
* (f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (g) FY 2020 Performance Pay Unexpended Budget Carryforward (from Calculation page, Calculation of M&O Fund Budget Balance Carryforward, line 10.f) (A.R.S. §15-920)		0	
(h) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214)			
* (i) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15-915) Include year(s) and descriptions, as applicable.			
(a) Prior Year Over Expenditures/Resolutions:			
(b) Decrease for Transfer from M&O to Energy and Water Savings Fund		(340,000)	
(c) Increase for Energy and Water Savings Fund Transfer to M&O			
(d) Noncompliance Adjustment			
(e) ADM/Transportation Audit Adjustment			
(f) Other:			
*10. Estimated Allocation of Additional Funding (2016 Prop 123 & Laws 2015, 1st S.S., Ch. 1, §6)			
11. FY 2021 General Budget Limit (column A, lines 1 through 10) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)	\$ 36,496,797		
12. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 10) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ 1,257,911

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

CALCULATION OF FY 2021 UNRESTRICTED CAPITAL BUDGET LIMIT AND CLASSROOM SITE FUND BUDGET LIMIT
(A.R.S. §15-947.D and A.R.S. §15-978)

UNRESTRICTED CAPITAL BUDGET LIMIT

A. 1. FY 2020 Unrestricted Capital Budget Limit (UCBL) (from FY 2020 latest revised Budget, page 8, line A.12)	\$ 3,896,130
2. Total UCBL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero.)	\$
3. Adjusted Amount Available for FY 2020 Capital Expenditures (line A.1 + A.2)	\$ 3,896,130
4. Amount Budgeted in Fund 610 in FY 2020 (from FY 2020 latest revised Budget, page 4, line 10)	\$ 3,896,130
5. Lesser of line A.3 or the sum of line A.4 and any positive adjustment on line A.2	\$ 3,896,130
6. FY 2020 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 2,155,000
7. Unexpended Budget Balance in Fund 610 (line A.5 minus A.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 1,741,130
8. Interest Earned in Fund 610 in FY 2020	\$
9. Monies deposited in Fund 610 from School Facilities Board for donated land (A.R.S. §15-2041.F)	\$
10. Adjustment to UCBL for FY 2021 (A.R.S. §15-905.M) Include year(s) and descriptions, as applicable. (a) Prior Year Over Expenditures/Resolutions:	\$
(b) ADM/Transportation Audit Adjustment	\$
(c) Other:	\$
11. Amount to be Used for Capital Expenditures (from page 7, line 12)	\$ 1,257,911
12. FY 2021 Unrestricted Capital Budget Limit (lines A.7 through A.11) (1)	\$ 2,999,041

CLASSROOM SITE FUND BUDGET LIMIT

	Fund 011	Fund 012	Fund 013	Total Fund 010
B. 1. FY 2020 Classroom Site Fund Budget Limit (from FY 2020 latest revised Budget, page 8, line B.7)	681,785	1,485,934	1,963,357	4,131,076
2. FY 2020 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)				0
3. Unexpended Budget Balance (line B.1 minus B.2)	681,785	1,485,934	1,963,357	4,131,076
4. Interest Earned in the Classroom Site Fund in FY 2020				0
5. FY 2021 Classroom Site Fund Allocation (provided by ADE, based on \$425) Enter the total allocation in the Total Fund 010 column. Funds 011, 012, and 013 will automatically calculate.	0.00	0.00	0.00	
6. Adjustments to FY 2021 Classroom Site Fund Budget Limit (2)				0
7. FY 2021 Classroom Site Fund Budget Limit (Sum of lines B.3 through B.6) (3)	681,785	1,485,934	1,963,357	4,131,076

- (1) The amount budgeted on page 4, line 10 cannot exceed this amount.
(2) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.
(3) The amounts budgeted on page 3, lines 13, 26, 39, and 40 cannot exceed the respective amounts on this line.

**SUPPLEMENT TO SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET FOR DISTRICTS THAT BUDGET FOR
ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)**

English Language Learners Supplement Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY							Prior FY 2020	Budget FY 2021	
English Language Learner Fund 071 (A.R.S. §§15-756.04)											
1000 Instruction	0.00		119,624	38,218					157,842	157,842	0.0%
2000 Support Services											
2100 Students	0.00								0	0	0.0%
2200 Instructional Staff	0.00								0	0	0.0%
2300 General Administration	0.00								0	0	0.0%
2400 School Administration	0.00								0	0	0.0%
2500 Central Services	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	0.00								0	0	0.0%
2700 Student Transportation	0.00								0	0	0.0%
2900 Other	0.00								0	0	0.0%
Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)	0.00	0.00	119,624	38,218	0	0		0	157,842	157,842	0.0%
Compensatory Instruction Fund 072 (A.R.S. §§15-756.11)											
1000 Instruction	0.00								0	0	0.0%
2000 Support Services											
2100 Students	0.00								0	0	0.0%
2200 Instructional Staff	0.00								0	0	0.0%
2300 General Administration	0.00								0	0	0.0%
2400 School Administration	0.00								0	0	0.0%
2500 Central Services	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	0.00								0	0	0.0%
2700 Student Transportation	0.00								0	0	0.0%
2900 Other	0.00								0	0	0.0%
Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)	0.00	0.00	0	0	0	0		0	0	0	0.0%

SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET

CTD NUMBER 130222000

VERSION Adopted

I certify that the Budget of Humboldt Unifies School District, Yavapai County for fiscal year 2021 was officially proposed by the Governing Board on June 23, 2020, and that the complete Proposed Expenditure Budget may be reviewed by contacting Roger Studley at the District Office, telephone 928.759.4027 during normal business hours.

President of the Governing Board

1. Average Daily Membership:		Prior Year	Budget Year	4. Average Teacher Salaries (A.R.S. §15-903.E)	
	2019 ADM	2020 ADM	2021 ADM		
Attending	5,321.601	5,337.177	5,335.000	1. Average salary of all teachers employed in FY 2021 (budget year)	43,247
2. Tax Rates:				2. Average salary of all teachers employed in FY 2020 (prior year)	41,187
		Prior FY	Est. Budget FY	3. Increase in average teacher salary from the prior year	2,060
Primary Rate (equalization formula funding and budget add-ons not required to be in secondary rate)		3.9008	3.9008	4. Percentage increase	5%
Secondary Rate (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		0.9019	0.9019	Comments on average salary calculation (Optional):	
3. Budgeted Expenditures and Budget Limits:				The average teacher salary does not include the additional Proposition 301 (CSF) pay projected to be approximately \$7,000 if FY 20-21	
		Budgeted Expenditures	Budget Limit		
Maintenance & Operation Fund		36,346,799	36,496,797		
Classroom Site Fund		4,131,076	4,131,076	5. Average salary of all teachers employed in FY 2018	36,609
Unrestricted Capital Outlay Fund		2,999,041	2,999,041	6. Total percentage increase in average teacher salary since FY 2018	18%

MAINTENANCE AND OPERATION EXPENDITURES							
	Salaries and Benefits		Other		TOTAL		% Inc./ (Decr.) from Prior FY
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
100 Regular Education							
1000 Instruction	13,137,125	13,553,452	1,638,081	1,185,852	14,775,206	14,739,304	-0.2%
2000 Support Services							
2100 Students	1,534,653	1,576,664	10,638	10,638	1,545,291	1,587,302	2.7%
2200 Instructional Staff	960,442	1,025,414	26,475	26,475	986,917	1,051,889	6.6%
2300, 2400, 2500 Administration	3,365,923	3,426,992	433,908	433,908	3,799,831	3,860,900	1.6%
2600 Oper./Maint. of Plant	2,138,560	2,174,290	2,436,650	2,436,650	4,575,210	4,610,940	0.8%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	69,448	70,759	2,625	2,625	72,073	73,384	1.8%
610 School-Sponsored Cocurric. Activities	58,175	59,380	0	0	58,175	59,380	2.1%
620 School-Sponsored Athletics	292,998	299,079	15,921	15,921	308,919	315,000	2.0%
630, 700, 800, 900 Other Programs	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal	21,557,324	22,186,030	4,564,298	4,112,069	26,121,622	26,298,099	0.7%
200 and 300 Special Education							
1000 Instruction	4,268,509	4,400,809	194,600	194,600	4,463,109	4,595,409	3.0%
2000 Support Services							
2100 Students	1,575,852	1,605,769	47,858	47,858	1,623,710	1,653,627	1.8%
2200 Instructional Staff	213,855	225,401	13,500	13,500	227,355	238,901	5.1%
2300, 2400, 2500 Administration	48,222	49,061	2,159	2,159	50,381	51,220	1.7%
2600 Oper./Maint. of Plant	0	0	0	0	0	0	0.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	0	0	1,000	1,000	1,000	1,000	0.0%
Special Education Subsection Subtotal	6,106,438	6,281,040	259,117	259,117	6,365,555	6,540,157	2.7%
400 Pupil Transportation	2,565,518	2,609,477	601,400	601,400	3,166,918	3,210,877	1.4%
510 Desegregation	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	292,292	297,666	0	0	292,292	297,666	1.8%
TOTAL EXPENDITURES	30,521,572	31,374,213	5,424,815	4,972,586	35,946,387	36,346,799	1.1%

SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET (Concl'd)

CTD NUMBER 130222000

VERSION Adopted

Fund	TOTAL EXPENDITURES BY FUND			
	Budgeted Expenditures		\$ Increase/(Decrease) from Prior FY	% Increase/(Decrease) from Prior FY
	Prior FY	Budget FY		
Maintenance & Operation	35,946,387	36,346,799	400,412	1.1%
Instructional Improvement	484,411	486,300	1,889	0.4%
English Language Learner	157,842	157,842	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	4,131,076	4,131,076	0	0.0%
Federal Projects	7,332,298	7,332,298	0	0.0%
State Projects	405,785	405,785	0	0.0%
Unrestricted Capital Outlay	3,896,130	2,999,041	(897,089)	-23.0%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	3,971,900	3,971,900	0	0.0%
School Plant Fund	128,246	128,246	0	0.0%
Auxiliary Operations	776,696	776,696	0	0.0%
Bond Building	317,149	317,149	0	0.0%
Food Service	2,722,660	2,722,660	0	0.0%
Other	11,249,797	4,775,983	(6,473,814)	-57.5%

M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total All Disability Classifications	6,060,035	6,158,572
Gifted Education	0	0
Remedial Education	0	0
ELL Incremental Costs	0	0
ELL Compensatory Instruction	0	0
Vocational and Technical Education (non-CTED)	305,520	332,524
Career Education (non-CTED)	0	0
Career Technical Education (CTED)	0	49,061
TOTAL	6,365,555	6,540,157

PROPOSED STAFFING SUMMARY				
Staff Type	Purchased Services Personnel FTE	Employee FTE	Total FTE	Staff-Pupil Ratio
Certified --				
Superintendent, Principals, Other Administrators		21	21	1 to 254.0
Teachers	3	289	292	1 to 18.3
Other		38	38	1 to 140.4
Subtotal	3	348	351	1 to 15.2
Classified --				
Managers, Supervisors, Directors		18	18	1 to 296.4
Teachers Aides		104	104	1 to 51.3
Other	1	219	220	1 to 24.3
Subtotal	1	341	342	1 to 15.6
TOTAL	4	689	693	1 to 7.7
Special Education --				
Teacher	1	41	42	1 to 17.0
Staff		95	95	1 to 5.0

ACTION

Item 8B.

HUSD Statement in Support of Override

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 B
FROM:	Ryan Gray, HUSD Governing Board President	Reading
DATE:	July 14, 2020	Discuss
SUBJECT:	Statement of Support for HUSD Override Election	Action X
		Consent
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

SUPPORTING DATA

A.R.S. 15-481 (B) (9) allows the Governing Board to make an affirmative statement in support of an override election. The statement is made in the name of the Board and not individual board members.

As such, the Humboldt Unified School District Governing Board will discuss a statement in support of the upcoming Override election in November, and possibly approve its final draft.

SUMMARY & RECOMMENDATION

Sample Motion

I move to approve the pro statement for the Override election as discussed by the Board.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to:

Mr. Ryan Gray, HUSD Governing Board President, ryan.gray@humboldtunified.com

ACTION

Item 8C.

Public Consulting Group Agreement - MEDICAID

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8C
FROM: Roger Studley Reading
DATE: July 14, 2020 Discuss
SUBJECT: Annual Renewal for Medicaid Reimbursement Action X

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

SUPPORTING DATA:

This agreement allows the district to collect reimbursement for providing services to students that qualify for Medicaid. Public Consulting Group (PCG) provides consulting services to ensure we are meeting all the requirements to collect these funds.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the annual renewal for Medicaid Reimbursement services provided by PCG

Sample Motion:

I move to approve the annual renewal for Medicaid reimbursement services provided by PCG.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer (759-4000)

**AGREEMENT BETWEEN PUBLIC CONSULTING GROUP, INC.
(PCG) AND LOCAL EDUCATION AGENCY (LEA)**

**MEDICAID SCHOOL BASED CLAIMING PROGRAM: DIRECT SERVICE
CLAIMING (DSC) and MEDICAID ADMINISTRATIVE CLAIMING (MAC)
PROGRAM**

Participating Local Education Agency

Business Street Address

LEA/AHCCCS Identification Number

City

State

Zip Code

This Agreement is entered into by and between Public Consulting Group, Inc. ("PCG") and Local Education Agency ("LEA") as of July 1, 2020 ("Effective Date").

Whereas, PCG is duly authorized to execute and administer services pursuant to its contract with Arizona Health Care Cost Containment System (AHCCCS) (the "Contract"); and

Whereas, LEA is a local education agency duly licensed by the State of Arizona; and

Whereas, LEA wishes to participate in the Medicaid School Based Claiming (MSBC) Program and to allow PCG to coordinate and adjudicate for the qualifying covered services provided by LEA to Medicaid eligible students namely specific health services (direct service) and administrative activities, pursuant to the terms and conditions contained herein and in accordance with the Contract; and

Therefore, PCG and the LEA agree to abide by all terms and conditions set forth in the Contract and this Agreement.

For and on behalf of PCG:

For and on behalf of LEA:

Signature

Date

Signature

Date

Florie J. Wong, Associate Manager

Type Name

Title

Type Name

Superintendent

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1. Definitions

- 1.01 Administrative Claiming Program is the quarterly claim which provides reimbursement for a percentage of time LEAs spend routinely providing administrative support for direct services, as well as efforts by LEAs to assure the Title XIX eligible children and their families are informed about the Title XIX Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program, to help understand its importance, and are encouraged to seek EPSDT services.
- 1.02 AHCCCS Medical Policy Manual (AMPM) provides information to managed care Contractors that have contracts with AHCCCS, contractors that have contracts directly with LEAs, and providers staff of LEAs regarding services covered within the AHCCCS program.
- 1.03 AHCCCS, is the Arizona Health Care Cost Containment System, defined by Arizona Revised Statutes, Title 36, Chapter 29.
- 1.04 ADE is the Arizona Department of Education.
- 1.05 Claim refers to provider services documented on a CMS1500 form or transmitted to PCG electronically, either directly or through use of a PCG-approved clearinghouse.
- 1.06 Clean Claim refers to a claim that may be processed without obtaining additional information from the LEA or other provider of service. This is defined in Arizona Revised Statutes 36-2904.G.1, and rules within Title 9 of the Arizona Administrative Code governing AHCCCS programs and programs administered by AHCCCS.
- 1.07 Centers for Medicare & Medicaid Services (CMS) is the federal governing entity that oversees the Medicare and Medicaid programs in the United States.
- 1.08 Contract refers to the present and future agreements between PCG and AHCCCS that authorize PCG to provide administrative services for payment of claims for qualified children under the MSBC Program through contracts/agreements between PCG and LEAs.
- 1.09 Cost Report is the report that is submitted by each LEA which contains all costs such as salaries and benefits for the use of the MAC claim and cost settlement.
- 1.10 Cost Settlement is the process by which actual costs of providing Medicaid-covered health related services will be compared to Medicaid interim payments received.
- 1.11 Covered Services are all services available to Medicaid eligible students pursuant to AHCCCS policies, the contract between AHCCCS and PCG, and PCG policies and procedures.
- 1.12 Interim Direct Service Claiming Payment is the amount paid by PCG to the LEA for providing covered services, calculated according to the formula detailed in the Method of Compensation section of the Direct Service Claiming section. All interim payments will be accounted for during the cost settlement process.

- 1.13 Direct Service Claiming (DSC) Program is the program implemented by AHCCCS and ADE to allow reimbursement for services AHCCCS identified as being covered, are provided by the LEAs to Title XIX, Medicaid eligible students, and are part of the recipient's Individualized Education Program (IEP).
- 1.14 DSC Annual Cost Report and DSC Annual Cost Settlement provides LEAs the ability to report allowable costs and the ratios associated with the provision of Direct Medical Services and Specialized Transportation for Medicaid eligible students. LEAs who received interim payments for providing Direct Medical Services and Specialized Transportation with dates of service that occur during the applicable State Fiscal Year (July 1 – June 30) are required to complete a DSC Annual Cost Report via a web-based cost reporting system. LEA specific Medicaid allowable costs, as determined by the DSC Annual Cost Report, are compared with interim payments received during the applicable fiscal year to determine a cost settlement amount. If the LEA's Medicaid allowable costs are higher than interim payments received, the LEA receives a positive settlement amount. Conversely, if the LEA's Medicaid allowable costs are lower than the interim payments received, the LEA will owe back the difference to AHCCCS.
- 1.15 Federal Funding a classification (originating source) of funding used to reimburse LEA personnel.
- 1.16 Individuals with Disabilities Education Act (IDEA) was established in federal statute and ensures children with special educational needs receive a free and appropriate public education.
- 1.17 Individualized Education Program (IEP) is the written plan developed and implemented to provide special education and other related services to a child with a disability that is determined eligible for such services under IDEA, Part B.
- 1.18 Local Education Agency (LEA) recorded within the General Provisions of this agreement is a public school district, non-affiliated charter school or the Arizona School for the Deaf and the Blind (ASDB) that desires to participate in the PCG contract network and employs or contracts with health care providers who are registered with AHCCCS to provide covered services to Medicaid eligible students and hereinafter shall be referred to as the Participating Healthcare Provider (PHP) or "provider".
- 1.19 Medicaid Administrative Claiming (MAC) Program provides a means for LEAs to receive federal reimbursement for Medicaid outreach and administrative activities that support students receiving health services, such as referrals made for health services, and the coordination of health services.
- 1.20 Medically Necessary generally refers to covered services that prevent disease, disability or other adverse health conditions or progression of such or prolong life. Services must be prescribed and provided by a qualified provider within the scope of his/her practice under state law. AHCCCS rules, requirements, and policies determine if a particular service is medically necessary for the purposes of direct service claiming compensation.

- 1.21 Participating Provider refers to independent providers under contract with or employed by the LEA to provide specific covered services to Medicaid eligible students.
- 1.22 Participating LEA is an LEA that signed a Participation Agreement with PCG for the purpose of billing AHCCCS for covered services provided to Medicaid eligible students.
- 1.23 Participating Healthcare Provider (PHP) is a health care provider duly licensed/certified in the State of Arizona, if applicable.
- 1.24 Qualified Child is a child at least three years old and under age 22, and who has been determined by AHCCCS to be eligible under Title XIX of the Social Security Act, and who has been determined by the LEA to be eligible for special education services provided under IDEA and A.R.S §36-2907.
- 1.25 Qualified Provider is an individual who is eligible to provide services under the Direct Service Claiming Program. Such provider must be a registered AHCCCS provider either employed or under contract with an LEA, or an employee or contractor of the LEA providing services for which the LEA is a registered provider.
- 1.26 Related Services are the services defined by 34 CFR 300.34 that are provided to Medicaid eligible students who qualify for special education services in order to benefit from special education services under IDEA.
- 1.27 Record is the health or medical record of a qualified child that documents the covered services that were received by a qualified child. These records include but are not limited to the student's IEP, treatment plans, billing records, evaluations, summary of progress, treatment dates and descriptions, and signatures of the providers of service.
- 1.28 Random Moment Time Study (RMTS) is a federally accepted method for documenting the time LEA personnel spend on direct service and Medicaid outreach and administrative activities.
- 1.29 Special Education Services are services defined under 34 CFR 300.39 that are provided to a qualified child in order that the child may benefit from the free and appropriate education guaranteed under IDEA.
- 1.30 Third Party is a person, entity, or program that is or may be liable to pay all or part of the medical cost of injury, disability, or disease for an AHCCCS applicant, eligible person, or qualified child, as defined by Arizona Administrative Code R9-22-1001.
- 1.31 Third Party Liability refers to, as defined by Arizona Administrative Code R9-22-1001, the obligation of a person, entity or program by agreement, circumstances or otherwise to pay all or part of the medical expenses incurred by the applicant, eligible person or qualified child.
- 1.32 Title XIX of the Social Security Act means Medicaid as defined in 42 CFR. 400.200.

2. General Principles

PCG and the LEA, hereby agree to the principles, terms, and effective dates carried in this Agreement and the Contract. This Agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid direct service and administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this MSBC Program is found in Title XIX of the Social Security Act. PCG (as a contractor of AHCCCS) has entered into the Contract that authorizes PCG to administer the MSBC Program in Arizona (the "Program"). AHCCCS is the single state agency in Arizona under Title XIX of the Social Security Act. Additionally, specific federal governing policies and procedures are found in the 2 CFR 220, Title 45, Parts 74 and 95. The LEA has authority to enter into this Agreement pursuant to A.R.S§15-341(A)(26).

This Agreement is to be based on the following general principles:

- 2.01 The aforementioned parties have a common and concurrent interest in providing and reimbursing MSBC activities, within parameters set by the federal CMS and only as approved by CMS. Any changes in the MSBC Program required by CMS are to be implemented by both of the aforementioned parties.
- 2.02 This Agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
- 2.03 This Agreement is not intended to override or obsolete any other agreements or memorandums of understanding, which may already exist between these parties or the Contract.
- 2.04 Any LEA contractors involved with MSBC activities are bound by this Agreement with regard to administrative policies and procedures.
- 2.05 This Agreement provides a mechanism for payment to the LEA by AHCCCS (through PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for AHCCCS to reimburse any LEA from AHCCCS state funds.
- 2.06 This Agreement is authorized by an intergovernmental agreement between AHCCCS and the ADE under which Medicaid eligible students receive appropriate services.

3. Basic Rights, Responsibilities and Obligations of the LEA

3.1 General

- 3.1.1 The LEA must sign and return to PCG the non-federal matching dollars, also referred to as quarterly or annual Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by AHCCCS to be necessary to verify that the LEA has expended the state / local funds reflected in the certification.

- 3.1.2 The LEA shall comply with Federal Regulations of the Occupational Safety and Health Administration including, without limitation, the regulations concerning Bloodborne Pathogens Standards at 29 CFR Part 1910.1030, which became effective January 1, 1992.
- 3.1.3 The LEA will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MSBC Program, and financial information. The LEA may choose to designate more than one person based on roles and responsibilities as LEAs are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the LEA must provide written notice to PCG within ten (10) business days.
- 3.1.4 The LEA must participate in both components, the Direct Service Claiming and Medicaid Administrative Claiming, of the MSBC Program for reimbursement.
- 3.1.5 The LEA will meet all deadlines to submit required information to PCG for the purposes of the MSBC Program.
- 3.1.6 The LEA must cash MSBC Program checks promptly to avoid reissue fees. PCG is not responsible for any fees in the event the LEA delays depositing such checks.

3.2 Direct Service Claiming (DSC)

- 3.2.1 Covered Services - The LEA will provide or arrange for the provision of specific covered services to qualified children in accordance with the terms of this agreement, as set forth in A.R.S. §36-2907 and pursuant to the recipient's IEP and the AMPM. Failure to comply with the above mentioned regulations may result in claim denial.
- 3.2.2 Requesting Fees - The LEA will not request fees from qualified children, qualified children's legal representatives, parents, or guardians for covered services.
- 3.2.3 Notice of Credential or License Change - The LEA agrees to notify PCG within five (5) business days of any legal or administrative proceeding or investigation that applies to the LEA, or PHPs contracted with or employed by the LEA to provide covered services, that may result in revision, revocation, censure, dismissal, suspension, or limitation of any of the following:
 - 1. Transportation provider driver's license;
 - 2. License to provide health care service;
 - 3. Narcotics license; or
 - 4. Certification or authority to treat patients covered by Medicare or Medicaid.
- 3.2.4 Professional Standards - The LEA will provide covered services in a manner consistent with the professional standards of care generally accepted by the medical or other relevant community of the LEA.
- 3.2.5 Confidentiality - The LEA will treat records of qualified children as confidential and will comply with all applicable federal and state laws, rules, and regulations,

regarding release of a qualified child's records to PCG or AHCCCS without written permission from the qualified child or his/her representative.

- 3.2.6 Grievances - Actions by PCG may be grieved or appealed by the LEA. The LEA agrees to adhere to grievance policies and procedures as outlined in the Program Handbook. The LEA also agrees to assist PCG in investigating or resolving any grievance.
- 3.2.7 Claims Reporting and Reimbursement - The LEA will file direct service claims and receive interim payments on approved claims from PCG in accordance with applicable provisions included in this agreement. The billed amount of each claim or claim line must be greater than \$1.00.
- 3.2.8 LEA Registration - The LEA must register with AHCCCS as a group biller and ensure that all providers are in fact registered with AHCCCS and that they have authorized the LEA to serve as a billing agent.
- 3.2.9 NPI Number - The LEA must obtain a National Provider ID (NPI), notify AHCCCS of the number, and ensure that all providers requiring an NPI (all except Health Aides and Transportation) obtain one and notify AHCCCS of the number.
- 3.2.10 The LEA shall ensure that the student meets the definition of a qualified child prior to billing. Failure to verify eligibility may result in a claim denial.
- 3.2.11 The LEA agrees to render services to qualified children who are diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC) in the same manner and to the extent as other qualified children and under the compensation terms set forth herein.
- 3.2.12 The LEA agrees to utilize current CPT, HCPCS, ICD-10, or any alternative coding authorized by AHCCCS.
- 3.2.13 The LEA, and all PHPs contracted with or employed by it, shall maintain in full force and effect and be covered at all times during the term of this Agreement by liability insurance, including both nose and tail coverage, as well as any other insurance requirements necessary under the MSBC Program.
- 3.2.14 The LEA shall provide covered services on-site or via telehealth except in cases when the IEP requires that an eligible student be educated or treated in an alternative setting (e.g., at home, private placement, etc.) other than at the school. In these cases, covered services provided to qualified children in these alternative settings may be reimbursed.
- 3.2.15 The LEA must participate in the quarterly Random Moment Time Study (RMTS). All direct service billing providers should be included in the quarterly staff pool list (SPL).
- 3.2.16 If this Agreement is terminated by either party, the LEA will be required to complete all RMTS moments assigned during the quarter of termination, and submit costs and information for the relevant quarters of participation and the DSC Annual Cost Report at the end of the year.

- 3.2.17 Staff or entities that contract with the LEA who are 100% federally funded should be excluded from the quarterly SPL and this LEA must not bill for direct services rendered by these providers.
- 3.2.18 By law, AHCCCS is the payer of last resort. It is the LEA's responsibility to determine the extent of third party coverage and bill all third party payers prior to submitting claims to PCG. Any payments received from a third party payer for a covered service must be reported on the claim form submitted to PCG.
- 3.2.19 The LEA must follow all applicable regulations regarding obtaining permission to bill any third party payer from a qualified child's parent or legal guardian.
- 3.2.20 The LEA must maintain a medical record for each qualified child who receives covered services through the MSBC Program. Medical records should be well organized and comprehensive, with sufficient detail to promote effective patient care and quality review. Medical records shall be retained by the LEA for a period not less than six (6) years from the date of payment. Records under review by a state or federal agency must be maintained until review has been finalized even if time period of records exceed 6 years.
- 3.2.21 As defined by the AHCCCS policy, each medical record must include:
- 3.2.21.1 A copy of the qualified child's IEP.
 - 3.2.21.2 Applicable diagnostic or evaluation documentation.
 - 3.2.21.3 A plan of treatment with outcomes-oriented goals.
 - 3.2.21.4 An IEP is considered current and valid when the date of service falls within the date-span reflected on the document and has been signed and dated by the appropriate qualified medical providers for each claimable service.
 - 3.2.21.5 The IEP must contain a "prescription" or recommendation for each medical service including details regarding the scope, frequency, and duration. The appropriate qualified provider for each particular service identified in the IEP must determine and include the scope, frequency, and duration for the medical service under his/her direction and must be signed and dated by the appropriate qualified medical provider(s).
 - 3.2.21.6 Periodic summary reports of the qualified child's progress toward treatment goals, which must be completed, signed, and dated by the appropriate qualified medical provider.
 - 3.2.21.7 Provider signed and dated service logs, including the date and description of services and/or modalities (also known as clinical notes) provided by the qualified provider.
 - 3.2.21.8 Any other documentation requested by AHCCCS or PCG including but not limited to provider certification and/or licensure and student attendance records.
 - 3.2.21.9 Any data transmitted to PCG must be sent via a secure File Transfer Protocol system (FTP) or secure fax line that will encrypt the documentation to prevent Protected Health Information (PHI) or Health Insurance Portability and Accountability Act (HIPAA) violations. The LEA must not directly send student identifiable information via email at any time.

- 3.2.22 All LEA providers who submit direct service claims for specialized transportation, and subsequently report specialized transportation costs on the DSC Annual Cost Report, must adhere to all requirements defined in Chapter 710 of the AMPM, including maintaining the following documentation: a trip log, which contains, the students name, date the student was transported, mileage, and driver's initials verifying transportation was provided for recipients requiring specialized transportation; and all supporting documentation for specialized transportation costs and ratios reported on the DSC Annual Cost Report. LEA must respond timely to PCG inquiries regarding costs, documentation, etc.

3.3 Medicaid Administrative Claiming (MAC)

- 3.3.1 The time accounting system used by the LEA or its contractor must comply with the requirements contained in 2 CFR 220.
- 3.3.2 The LEA must follow the policies and procedures contained in the AHCCCS "Time Study Implementation Guide" approved by CMS.
- 3.3.3 The LEA will maintain or coordinate a contractor's assistance in maintaining an AHCCCS/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.
- 3.3.4 LEA will report quarterly salary and benefit, and contracted personnel costs for staff that are included on the related RMTS staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the LEA. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
- 3.3.5 Quarterly CPE forms are generated with the claim and distributed electronically. The LEA will need to sign and upload each quarter's CPE into the PCG Claiming System before disbursement of MAC funds.
- 3.3.6 The LEA shall monitor employee participation to ensure that every RMTS form is completed. The LEA must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the LEA is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the LEA is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the LEA may be removed from participating in the MSBC Program. Non-compliance measures may change at any time based on direction from AHCCCS or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the LEA. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

3.4 Compliance

- 3.4.1 Compliance Reviews - A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
- 3.4.2 Recoupment and Disallowance of Funds - Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or AHCCCS, will be the exclusive responsibility of the LEA, regardless of when the recoupment or disallowance is issued or whether the LEA has withdrawn from the MSBC Program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the LEA is due on demand.
- 3.4.3 Compliance with Laws, Rules, Regulations, Policies, Procedures and Program Requirements - The LEA will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, AHCCCS policies, and procedures governing performance of duties under this agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
- 3.4.4 Record Retention - The LEA agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws including A.R.S. §12-2297, rules and regulations and AHCCCS Medical Records Standards. The LEA will allow PCG and AHCCCS or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for MSBC Program operations.
- 3.4.5 Timeliness and Responsiveness - The LEA shall comply with all deadlines set by PCG regarding comprehensive compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the LEA to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.
- 3.4.6 Responsibility - Should an LEA not submit documentation that meets all MSBC Program documentation requirements to substantiate cost reported or reimbursement received, or fails to submit required documentation within the outlined required timeframe (5 business days prior to the start of the review for hard copy, physical documentation or 2 business days prior to the start of the review for electronically submitted documentation) when selected for a comprehensive compliance review all monies determined owed are subject to recoupment.
- 3.4.7 Documentation Submission - All documentation submission for comprehensive compliance reviews must be made in an acceptable format depending on the content of the data and LEA is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student

data must be submitted securely, and LEA is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.

- 3.4.8 Accuracy - Documentation and deliverables submitted should undergo a thorough review and quality check by the LEA to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
- 3.4.9 Integrity - LEA will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
- 3.4.10 The LEA will supply a dual certified CAP certified by two LEA representatives, the Special Education Director and Business Manager for all areas identified as non-compliant during a comprehensive compliance review. The LEA will cooperate with periodic comprehensive compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews.

4. Basic Rights and Obligations of PCG

4.1 General

- 4.1.1 PCG has developed a description of reimbursable MAC activities performed by LEA contract or salaried staff. This list is in accordance with CMS guidelines. A description of the administrative claiming activities can be found in the "Time Study Implementation Guide."
- 4.1.2 PCG will review LEA administrative claims for Medicaid reimbursement on a quarterly basis.
- 4.1.3 PCG will compile documentation as set forth by CMS guidelines and calculate a claim for reimbursement.
- 4.1.4 PCG will issue payment to the LEA representing all of the federal share of actual and reasonable costs less AHCCCS and PCG's fee for Medicaid administrative activities provided by LEAs, as determined by CMS approved cost allocation methodologies and time study formulas.
- 4.1.5 PCG will prepare claims for AHCCCS to forward for funding to CMS for Title XIX participation.
- 4.1.6 PCG will calculate MAC claims directly in the PCG Claiming System and LEA financial personnel will be able to view the calculation.
- 4.1.7 PCG will produce any Medicaid specific reports deemed necessary for the LEA and as required by PCG's contract with AHCCCS.

- 4.1.8 PCG will notify the LEA in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
- 4.1.9 Communication Channels - PCG's help desk will assist LEAs with program components including but not limited to education and training, and technical assistance. The project website and the PCG Claiming System will provide a variety of resources.
- 4.1.10 Reimbursements - PCG will distribute funds to the LEA in the manner described in the Contract between AHCCCS and PCG, attached hereto and incorporated herein by reference, and the terms and conditions of this Agreement. PCG is obligated to reimburse funds to the extent that PCG receives funds from AHCCCS, excluding appropriate fees as agreed between AHCCCS and PCG. PCG reserves the right to withhold distribution of payment(s) if the LEA is in a payback situation for any program component.
- 4.1.11 PCG will provide LEAs with training, in addition to targeted support and technical assistance.

4.2 Compliance Review

- 4.2.1 PCG will periodically monitor LEA files pertaining to the MSBC Program for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
- 4.2.2 PCG will conduct a compliance review for LEAs that receive DSC and/or MAC funds no less than once every four years or at a frequency agreed upon by AHCCCS and PCG. PCG will make appropriate recommendations to the LEA that does not meet compliance standards consistent with the MSBC Program. Pursuant to this Agreement, PCG will be entitled to review, monitor, and evaluate the LEA's operations related to relevant program costs and services provided.
- 4.2.3 PCG will develop procedures for recoupment calculation and will facilitate receipt of monies from the LEA, if warranted by appropriate state or federal monitoring authorities.
- 4.2.4 The LEA will provide PCG with reasonable access to personnel and will gather provider documentation needed to inspect the operations and premises of the LEA to ensure that adequate provision of services meet the needs of Medicaid eligible students if requested.

5. Basic Rights and Obligations of LEA and PCG

- 5.01 Term - This agreement will commence on the effective date and will automatically renew every twelve (12) month period, unless earlier terminated in accordance with Section 5.02 of this Agreement.
- 5.02 Termination - This Agreement may be terminated with or without cause upon thirty (30) calendar days written notice of either party. PCG retains the right to terminate this agreement immediately upon written notice when any of the following occur:

1. Cancellation, expiration, termination, or material modification of the applicable PCG Contract with AHCCCS.
 2. Cancellation, expiration, termination, or material modification of the qualifications, or certification, to provide health services to qualified children, of a PHP contracted with or employed by the LEA.
 3. Failure by a PHP either contracted or employed by the LEA to maintain appropriate license, certification or credentials required to perform covered services.
- 5.03 Suspension - The LEA may be suspended from the MSBC Program by PCG, with prior approval from AHCCCS, for failure to meet terms of this Agreement and/or program requirements such as but not limited to ability to meet deadlines, ability to report accurate costs or data, repayment of Medicaid reimbursements previously received, etc. Suspension from the program will continue until AHCCCS is satisfied that the reason for imposition of the suspension no longer exists and is not likely to recur.
- 5.04 Disputes - This Agreement will be governed by and interpreted in accordance with the laws of the State of Arizona applicable to contracts executed and wholly performed within Arizona and in accordance with applicable federal laws. If any provision of this Agreement is held by a court of competent jurisdictions to be invalid, void or unenforceable the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- 5.05 Independent Relationship - This Agreement is not intended to create nor shall it be construed to create any relationship between PCG and the LEA other than that of independent contractors or entities subcontracting for the purpose of effecting the provisions of this agreement.
- 5.06 Indemnification - To the extent allowed by law, each party shall defend, indemnify, and hold the other party harmless from and against any and all third party claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) for all negligent or intentional acts or omissions arising out of or relating to this agreement or the services. Indemnification shall include all employees, agents, officers, directors, shareholders, and contractors of the party.
- 5.07 Severability - If any provisions of this agreement are held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
- 5.08 Waiver - No provision of this agreement shall be waived unless in writing, signed by all parties hereto. Waiver of any provision of this Agreement shall not be deemed to be a continuing waiver of any other provision. This Agreement may be modified or amended only by written agreement executed by all parties hereto. Failure to exercise any right, power, or privilege under this agreement will not operate as a waiver.
- 5.09 Notices - All notices given pursuant to this Agreement shall be in writing sent by certified mail, return receipt requested, and shall be addressed as follows:

Public Consulting Group, Inc.
101 N. First Avenue, Suite 1850
Phoenix, AZ 85003

- 5.10 Exercise of Rights - Failure to exercise any right, power, or privilege under this Agreement will not operate as a waiver.
- 5.11 Amendments - PCG may unilaterally amend this Agreement by providing thirty (30) calendar days prior written notice to the LEA.
- 5.12 In the event that state or federal laws, rules or regulations change, are altered or modified such that the terms, benefits and conditions of this Agreement must be changed accordingly, then PCG, agrees to provide prompt notice to the LEA. Upon such notice, this Agreement shall be amended to reflect such change in the applicable laws, rules or regulations.
- 5.13 In the event that any updates or revisions to the most current HCPCS, CPT or ICD-10 or more current ICD codes should occur during the terms of this Agreement, the LEA agrees to employ the most recent update or revision. PCG will use its best efforts to communicate with LEAs in advance about the substance and effective dates of updates and revisions however it is the LEAs responsibility to employ any updates and revisions without notice by PCG.
- 5.14 Entire Agreement and Order of Precedence - This Agreement and the terms of the Contract constitutes the entire, complete, and final agreement between the parties and supersedes any prior written or oral agreements with respect to the subject matter of this Agreement. In the event, of a conflict between the terms and conditions between this Agreement and the Contract, the terms of the Contract will prevail; nothing in this Agreement will alter requirements in the Contract in any way.
- 5.15 Limitation of Liability - In no event shall either party be liable for indirect, special, consequential or punitive damages. The LEA shall be solely responsible for disallowances or refunds of funds claimed or received.

6. Billing and Reporting Requirements

- 6.01 In accordance with A.R.S. 36-2904 and Title 9 of the Arizona Administrative Code, the LEA must submit to PCG direct service claims for covered services provided to a qualified child by the LEA within six months from date of service or the date AHCCCS posts the eligibility of the Medicaid eligible student, whichever date is later. Denied claims that were initially timely may be re-submitted within twelve months from the date of service or the date AHCCCS posts the eligibility of the Medicaid eligible student, whichever date is later.
- 6.02 LEA will submit claims on a consistent and routine basis for all covered services. LEA may be subject to claiming thresholds established by AHCCCS and/or PCG. In instances where the claiming threshold is not met, additional documentation from the LEA may be required. Certain LEA costs may be subject to exclusion

from the annual cost report and settlement for failure to submit direct service claims routinely as defined by PCG and AHCCCS.

6.03 LEA will receive Medicaid interim payments for approved direct service claims for dates of service within timely filing guidelines for the MSBC Program.

6.04 At a minimum, all claims shall provide the following information and data:

1. Qualified child's name, sex and date of birth
2. Qualified child's AHCCCS ID number
3. Diagnosis Code(s) (ICD-10 or more current ICD Codes)
4. Procedure Code(s) (Current CPT Codes and/or HCPCS Codes),
5. Place of service
6. Date of service
7. LEA's name, address and authorized signature
8. LEA's group biller AHCCCS ID number
9. LEA's National Provider ID (NPI) number
10. PHP's AHCCCS ID number
11. PHP's NPI number, if required
12. Explanation of Benefits, if applicable
13. Applicable costs to provide the service

Failure to submit any of the above information and data within the prescribed time period may result in payment delay and/or claim denial.

6.05 Health aide or personal care claims for reimbursement of eligible services may be subject to a pre-payment review of the appropriate documentation necessary to support the claim. If the supporting information is not submitted, claims may be denied reimbursement. Services greater than 150 minutes or other amount agreed to by AHCCCS and PCG provided by health aides must be submitted for review prior to billing. For review, LEAs must submit the required health aide prepayment review form. In addition, the LEA must submit the full IEP that contains a valid prescription by a qualified medical provider and clearly state scope, frequency and duration in order to be approved for health aide billing .

6.06 Claims may be submitted to PCG directly through the web-based claiming system, CMS1500 form or other method later identified by PCG. Original CMS 1500 forms must be mailed to:

Public Consulting Group, Inc.

101 N. First Avenue, Suite 1850

Phoenix, AZ 85003

Attn: DSC Claims

Faxes or copies of CMS1500 forms will not be accepted.

- 6.07 LEA will report on October 1st the following: total students, total special education students, total special education students with an IEP prescribed reimbursable related service, and transportation data annually for the purposes of the cost settlement process.
- 6.08 LEA will report annual costs at the close of the fiscal year. Costs are reported on an accrual based methodology. Costs must be certified by an authorized financial representative of the LEA.
- 6.9 The CPE form must be signed and completed by the LEA prior to payment/reimbursement of MAC claims and Cost Settlement.

7. Method of Reimbursement

- 7.01 PCG shall distribute funds to the LEA in the form of interim payments for the delivery of covered services to qualified children during the terms of this agreement. PCG will distribute funds received to the LEA for covered services in accordance with the AHCCCS fee schedule or the actual cost to the LEA to provide the services, whichever is less, times the appropriate Federal Medical Assistance Percentages rate, less any applicable administration fees. The LEA shall not charge qualified children, their legal representatives, parents or guardians for services for which AHCCCS has denied payment as not a medically necessary service or not a covered service. The LEA shall not seek any additional reimbursement from qualified children. All funds shall be sent from PCG to the LEA directly. PCG shall only be obligated to distribute the funds to the LEA for such amounts as PCG receives from AHCCCS.
- 7.02 PCG will complete a cost settlement of the LEA's annual costs and interim payments. Other factors are included in the settlement such as the direct service results of the RMTS, transportation ratios, Medicaid eligibility rate and unrestricted indirect cost rate.
- 7.03 As a result of the settlement, the LEA may receive an additional payment from AHCCCS if actual costs to provide health related services exceed interim payments. The result of the settlement may alternately determine that the LEA costs are less than interim payments, resulting in the LEA owing excess Medicaid reimbursements. The LEA is responsible for ensuring that all monies owed are remitted immediately following the notification of settlement.
- 7.04 Failure to remit payment immediately may result in a suspension of other reimbursements such as DSC interim payments or MAC payments.

8. Confidentiality

- 8.01 The LEA agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid beneficiaries and agrees to comply with all state and federal laws pertaining to confidentiality of patient and student information.

9. Effective Date, Changes, Life of this Agreement

- 9.01 The effective date of this Agreement will be the first day of the first quarter during which valid time studies were conducted where the LEA participated and are subject to CMS approval.
- 9.02 Except as otherwise provided herein, changes may be made to this Agreement in the form of amendments and must be signed by all parties.
- 9.03 Changes in the CMS matching percentage or costs eligible for match will not be made via this Agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.

10. Compensation

- 10.01 PCG will distribute funds received for the LEA in the manner described by AHCCCS in the scope of work in the Request for Proposal or subsequent methodology documents. PCG is obligated to reimburse funds to the extent that PCG receives funds from AHCCCS, excluding appropriate fees as agreed between AHCCCS and PCG.

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