



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, September 8, 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')

Regular Session @ 6:30 P.M.

OFFICIAL COPY

Mr. John Pothast, Superintendent

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

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

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

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

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 **September 8, 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 access this virtual meeting** should visit www.humboldtunified.com and navigate to the Virtual Meetings page under the School Board heading.
- Members of the public wishing to address the Board are requested to complete the **HUSD Online Public Participation Form** by 9:00 AM on the day of the meeting (September 8, 2020). This form can be found on the Virtual Meetings page under the School Board heading at www.humboldtunified.com.
- Discussion by the Board is limited to items posted on the agenda.

AGENDA

6:30 REGULAR SESSION

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CURRENT EVENTS**
 - A. Board
 - B. Superintendent

6. **CELEBRATING SUCCESSES**
 - A. HUSD VIPs – Danette Derickson, Liberty Traditional School Principal
 1. Certified – Elizabeth Rushton
 2. Classified – Shannon Chaney
 3. Volunteer – Jenna Jackson

Pages 1-4

7. **PUBLIC PARTICIPATION**

Due to the virtual format of our Governing Board Meetings, we are unable to include a traditional call to the public. However, we encourage members of the public wishing to address the board to complete the HUSD Online Public Participation Form by 9:00 AM on the day of the meeting (September 8, 2020). This form can be found on the Virtual Meetings page under the School Board heading at www.humboldtunified.com.

8. **CONSENT ITEMS**

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

- Pages 5-8 **A.** Personnel Recommendations
- Pages 9-12 **B.** Governing Board Meeting Minutes of August 11, 2020 (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 13-173 **C.** Financial/Business
1. Approval of Accounts Payable voucher(s) in the amount of \$ 1,892,163.25
 2. Approval of Payroll voucher(s) in the amount of \$ 2,649,769.48
- Pages 174-181 **D.** Monthly Budget Report
- Pages 182-184 **E.** Monthly Student Activities Report
- Pages 185-187 **F.** Request for ratification of expenditures for Contracts, Work Agreements and supplementals for August 2020
- Pages 188-197 **G.** Request for approval to renew an affiliation agreement with Good Samaritan Society for high school Certified Nursing Assistant students to receive clinical experience for the 2020-21 school year
- Pages 198-224 **H.** Request to approve an agreement with Yavapai Library Network for Library Support
- Pages 225-241 **I.** Request for approval of revisions to three (3) job descriptions: ELA Curriculum Coordinator, Intervention Coordinator and Math Curriculum Coordinator
- Pages 242-244 **J.** Request for approval of waiver of conflict of interest regarding legal services provided by the Yavapai County Attorney (for agreement between Yavapai County and the District)
- Pages 245-257 **K.** Discussion and possible action to approve an extension to an Antenna Site License
- Pages 258-259 **L.** Gifts and donations

9. **DISCUSSION**

- Pages 260-261 **A.** School update from Liberty Traditional School Principal Danette Derickson to include:
- Welcome to Liberty Traditional
 - Teacher Recognition
 - 25 Years of Excellence
 - Google Classroom update
 - Flipped Classroom Model
 - Jamboards @ Work
 - Google Glitches
 - SEL (Social Emotional Learning)
 - Student Successes
 - PTO and Community Partners
 - Brief Slideshow of our current school year
- Pages 262-268 **B.** First Reading of policy GCCG as requested by Human Resources
- | | |
|-------------------|---|
| • Policy GCCG | Professional Staff Voluntary Transfer of Accrued Sick Leave |
| Exhibit GCCG-EA | Professional/Support Staff Request for Voluntary Transfer of Accrued Sick Leave |
| Exhibit GCCG – EB | Professional/Support Staff Voluntary Donation of Accrued Sick Time |

Pages 269-272 **C.** Discussion of tax rates for fiscal year 2020-21

Pages 273-296 **D.** First Reading of Policy Advisories 672-678 as presented by Arizona School Boards Association

- PA 672 Regulation GBGB-R Staff Personal Security and Safety
- PA 673 Policy IHA Basic Instructional Program
- PA 674 Policy JICA-RB **NEW** Student Dress
- PA 675 Policy KB Parent Involvement in Education
- PA 676 Regulation KI-RB **NEW** Visitors to Schools

Pages 297-298 **E.** Review of Humboldt Unified School District's Pandemic Preparedness and Re-Entry plans

10. ACTION

Pages 299-300 **A.** Request for approval of temporary suspension of Policy BGB – Policy Adoption. Under the authority of Governing Board Policy BGF (Suspension/Repeal of Policy), the Board may consider suspending Governing Board Policy BGB, as it pertains to a first and second reading of adjustment to policy, for the purpose of addressing item 10B on this agenda.

Pages 301-324 **B.** First Reading and request for adoption of Policy Advisories 677-678 as presented and recommended by Arizona School Boards Association

- PA 677 Policy ACA Sexual Harassment Regulation ACA-R
- PA 678 Policy ACAA **NEW** Title IX Sexual Harassment Regulation ACAA-R

Pages 325-327 **C.** Discussion and possible action to appoint delegate(s) and alternate delegate(s) to represent Humboldt Unified School District as the district delegate(s) to the Arizona School Boards Association virtual Delegate Assembly on October 17, 2020, the virtual County Meeting on October 28, 2020 and the ASBA Annual Business Meeting on December 3, 2020.

Pages 328-338 **D.** Discussion and possible action to approve the Arizona School Boards Association's (ASBA) Draft 2021 Political Agenda and direct the District's delegate/alternate delegate to the ASBA delegate assembly to represent the Board's determined position.

Pages 339-351 **E.** Discussion and possible action to approve an agreement with BSN for their BSN Sports Rewards Program to be used at Bradshaw Mountain High School

Pages 352-362 **F.** Request for approval of the Cost Proposal for the roof replacement at Lake Valley Elementary School

Pages 363-370 **G.** Discussion and possible action to award Modular Solutions, Ltd. Contract for the Design, Construction and Placement of a Modular Building for the JROTC

Pages 371-390 **H.** Discussion and possible action to approve an agreement with Pixellot to livestream events from Bradshaw Mountain High School

Pages 391-392 **I.** Discussion and possible action to postpone or suspend the Governing Board Self-Evaluation

11. PERSONNEL

Pages 393-394 ~~**A.** Discussion and possible action to approve the termination of classified employee Jennifer Guzman effective August 28, 2020~~
~~[Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]~~

11 12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

October 6, 2020	6:30 PM	Regular Meeting	@ TBD
November 10, 2020	6:30 PM	Regular Meeting	@ TBD
December 8, 2020	6:30 PM	Regular Meeting	@ TBD

12 13. ADJOURNMENT

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

CELEBRATING SUCCESSES

Item 6

- A. HUSD VIPs – Liberty Traditional School
 - 1. Certified – Elizabeth Rushton
 - 2. Classified – Shannon Chaney
 - 3. Volunteer – Jenna Jackson



Liberty Traditional School

A Classical Approach to Traditional Education



Good evening Mr. Pothast, Mr. Gray, Governing Board, and guests,

It is a privilege to announce Elizabeth Rushton as Liberty Traditional's Certified VIP of the Month.

Liz was the Instructional Specialist at Liberty for four years and was an integral leader on our campus. Liz was a constant support and encouragement for our teachers.

When Liz was assigned to Liberty as the Instructional Specialist, I was in the process of helping teachers understand and utilize their classroom and student data. Liz was quick to understand that vision and quickly partnered with me to provide focused data PDs and offered a safe zone for teachers to revise their instructional practices. We now have a climate and culture that utilizes data to guide instruction. Our RTI process identifies student needs, helps us support diverse learning styles, and students become critical thinkers. Liz's insight and collaboration supported Liberty's success.

These are comments shared by our teachers:

- Liz is amazing to work with, we are a good team when it comes to the testing...Galileo, AIMS Science, and AZMerit. She is always positive and I love working with her. (Teresa)
- This year my class has had behavioral problems but Liz was willing to listen to my struggles. She has also help me by creating a strategic way in controlling the class by coming in and observing my class during the day. I have seen that she cares about other people and is willing to help those in need. (Judith)
- Elizabeth is amazing and is the glue that keeps us together! She is ALWAYS there to listen and if she doesn't know the answer she will find it! (Lydia)
- Liz is always there to offer advice on tackling anything academic. When we feel like we're running around like a chicken with our head cut off, Liz is there trying to help duct tape it back on! (Jason)
- Liz is an incredible resource of information. She is forever helping others, she is kind, resourceful and simply amazing! When I think of Liz the following words come to mind. We love and appreciate you Liz! (Julie H)

L- Lovely Inside and Out
I-Intelligent
Z-Zealous
R-Real Problem Solver
U- Understands and Listens

S-Shines Bright Everyday
H- Hands On
T-Totally Terrific
O-Outstanding Support
N-Nice and Never Complains

Liz, thank you for being you, congratulations, and you're always a part of the Liberty family.

Danette



Liberty Traditional School

A Classical Approach to Traditional Education



Good evening Mr. Pothast, Mr. Gray, Governing Board, and guests,

I'm excited to announce Shannon Chaney as our Liberty Traditional Classified VIP. Shannon has been our receiving clerk for 7 years, and she does an amazing job at maintaining our budget, keeping us out of trouble with the financial powers that be, and her organization is second to none. Her humor keeps us on our toes, and there is never a dull moment with Shannon on board. Our teachers understand Shannon's support as well.:

- Among a thousand other things, Shannon is very helpful and supportive in terms of helping organize the many details involved in a field trip. She cheerfully follows up on chaperone screening, collecting money, transportation contacts, purchase orders, and so on. I can't even list the thousand other ways she has been so helpful and supportive. (Melody)
- Shannon has helped me tirelessly with all the procedures of purchase orders for Student Council, managing the legalities of the Family Fun Fair, and field trips. Shannon always makes sure we do it right! (Connie)
- Shannon is a purchase Secretary Warrior in that she will go to battle for her teachers, aggressively following up on missing items, or purchases, making sure all parties are held accountable and in clear communication with each other. If I am ever in doubt as to how to proceed, Shannon is always there to tell me exactly what is needed and how to do it. She really knows her stuff! (Ember)
- If patience is a river that runs deep, Shannon is the Congo River. For me, Shannon is the quintessential professional and the help she provides with an always-cheerful disposition can't be overstated. (Paul)
- Shannon is diligent about putting our kids and their safety first! She always remembers my students and their sometimes unique needs. Her support is invaluable. (RosaMaria)
- She is the "go-to" person, not only for purchasing, but for many details during the school day. If there is a problem, she finds a solution! (Judy)
- Shannon is Liberty's greeter, concierge, and protector. Shannon donates much of her time and items to classrooms and clubs in our school for after school activities as well. We appreciate all of your continued support, love, and assistance. (Mercedes)

Shannon, congratulations and thank you for keeping us on track. You are truly amazing.

Danette



Liberty Traditional School

A Classical Approach to Traditional Education



Good evening Mr. Pothast, Mr. Gray, Governing Board, and guests,

I'm excited to announce Jenna Jackson as our Liberty Traditional Volunteer VIP.

It often seems that Jenna is on campus almost as much as me or our teachers. Her dedication and commitment are remarkable and I am always astounded at her energy. She truly loves to serve and she has taken the time to build trusting relationships between teachers, staff, and parents. Jenna is a major part of our culture and these are just a few comments shared by our teachers and staff.

- Jenna always goes out of her way to make the life of a classroom teacher easier. She shows her appreciation and is super positive and encouraging. (Jaclyn)
- Jenna has worked tirelessly to bring the LTS community together with more communication and family activities. She strives to find more opportunities for our school to improve and thrive. She's the best PTO president ever!! (Sarah B)
- Jenna has been amazing with both growing our PTO and connecting PTO to teachers! Jenna always has the students and teachers in mind in every activity she puts together. She is a champion for Liberty and our district! (Lydia)
- I love Jenna! She is dedicated to doing what is best for Liberty and everyone in it. She gets things done. (Staci)
- Jenna recognized the value of Scholastic News in the classrooms and coordinated with and championed the PTO to continue providing this much needed resource. She is always supportive of the teachers and provides special recognition to them with small surprises on holidays and special occasions. (Sally)
- Jenna has a huge heart and is always looking for ways to make others feel appreciated! Jenna has a positive attitude and finds fun new ways to make everyone feel special! (Dori)

Jenna, thank you for your tireless commitment and we are blessed to have you as part of the team.

Danette

CONSENT

Item 8A.

Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on September 8, 2020

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

Certified Staff

1. Darin Larsen - JROTC Instructor @ BMHS (8/31/20)

Classified Staff

1. Amanda Chapman - Mod/Sev/Prof Aide @ CSES (7/31/20)
2. Veronica Covey - Assistant Cheer Coach @ BMHS (8/21/20)
3. Carla Cordero - Attendance Secretary @ HES (LOA - 7/23/20 TO 9/24/20)
4. Mark Foreman - Lead Night Custodian @ GES (LOA - 8/10/20 TO 9/11/20)
5. Susan Gest - After School Program Aide @CSES (LOA - 7/31/20 TO 10/16/20)
6. Linda Goodman - Attendance Secretary @ GHMS (8/19/20)
7. Jennifer Guzman - Custodian @ GHMS (9/8/20)
8. Delbert Kolbe - Custodian @ BMMS (LOA - 7/14/20 TO 10/6/20)
9. Christina Kruse - Resource Aide @ LVES (8/3/20)
10. Jody Larsen - Classified Personnel Technician @ DO (8/26/20)
11. Desirae Martin - Bus Driver @ Transportation (8/5/20)
12. Hilda Martinez - F and N Worker @ GHMS (8/18/20)
13. Mary Soriano - Mod/Sev/Prof Aide @ BMHS (8/10/20)
14. Bonnie Thorn - Bus Aide @ Transportation (LOA - 7/31/20 TO 9/29/20)
15. Viola Wampler - Mod/Sev/Prof Aide @ MVES (LOA - 8/14/20 TO 10/9/20)
16. Anita Zavaleta - Aide @ Preschool (LOA - 8/3/20 TO 10/30/20)

Substitute + Staff

1. NONE

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

Certified Staff

1. Deborah Kincaid - .5 SpEd Instructional Specialist @ SSO (fills open positions)

Classified Staff

1. Hannah Boehm - Classified Personnel Technician @ DO (replaces Jodi Larsen)
2. Barbara Hadley - F and N Worker @ LTS (replaces Sharon Dalke)
3. Stephanie Walters - SpED Bus Aide @ Transportation (replaces Shannon McCord)

Substitute + Staff

1. NONE

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on September 8, 2020

C. SUPPLEMENTAL CONTRACTS

Overloads

1. Stacy Booher - Read 180 @ BMHS (overload is for the Read 180 class)
2. Lindsey Buckle - Math Teacher @ BMHS (overload is for the Bears Den)
3. Dave Capka - CTE Teacher @ BMHS (overload is for another section of Comp Science)
4. Elsa DeMoss - SPED Teacher @ GHMS (overload to meet student IEP needs)
5. Jared Friedrich - Social Studies Teacher @ GHMS (overload due to an open position)
6. Trudy Gruver - Band Director @ BMHS (overload is for 8th period - 1st semester only)
7. Gena Hatfield - Online Teacher @ BMHS (overload for the Bears Den)
8. James Hayes - Social Studies Teacher @ GHMS (overload is due to an open position)
9. Helen Hyatt - Online Teacher @ BMHS (overload for the Bears Den)
10. Sheryl Minarik - Online Teacher @ BMHS (overload for the Bears Den)
11. Jantina Russell - Drama Teacher @ BMHS (overload is for the Stagecraft class)
12. Bob Supergan - Geoscience Instructor @ BMHS (overload is for another section of Geoscience)
13. Greg Staley - SPED Teacher @ BMHS (overload is for Adaptive PE)

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

(M&O-\$32,392.00); Tax Credit-\$00.00; General Tax Credit- \$00; SPED-\$0.00; Other- \$9,400)

1. Nicole Balzarini - Psych Intern Supervisor
2. Darrin Blake - CTSO Advisor
3. David Capka - CTE Extended Director
4. Tim Derickson - 8th GradeTeam Lead @ GHMS
5. Curtis Gruver - Band Assistant @ BMHS
6. Eric Hall - CTSO Advisor @ BMHS
7. Christine Harris - Lead Psychologist
8. Dani Larson - Department Chair Math @ BMHS
9. Denise Leveron - AdvancEd Co-Chair @ BMHS
10. Nancy McKeehan - Honors 8th Grade Team Lead @ GHMS
11. Toni Monreal - Social Worker Intern Supervisor
12. Jasmine Navarro - 7th Grade Team Lead @ GHMS
13. Diane Peters - Honors 7th Grade Team Lead @ GHMS
14. Cynthia Perpich - CTSO Advisor @ BMHS
15. Jantina Russell - CTSO Advisor @ BMHS
16. Linda Schaetzle - Nursing Program Coordinator @ BMHS
17. Paul Stephens - 8th Grade Team Lead @ BMHS
18. Ashley Tubera - 7th Grade Team Lead @ BMMS
19. Bryan Tubera - HonorsTeam Lead @ BMMS
20. Jeff Torp - Lead Speech Therapist for HUSD
21. Nancy Vallely - CTSO Advisor @ BMHS
22. Val Young - AdvancEd Co-Chair @ BMHS

Other Stipends

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

1. NONE

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
PERSONNEL DEPARTMENT
Personnel Consent Agenda for Board Meeting on September 8, 2020

D. IN-DISTRICT TRANSFERS

Certified

1. NONE

Classified

1. NONE

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

Certified

1. Suzann Zinzilieta - FROM .6 Special Ed Teacher TO .8 Special Ed Teacher (.2 is coming from another open position)

Classified

1. NONE

F. CLASSIFIED STAFF - VOLUNTEER AGREEMENT FORM STIPENDS

1. NONE

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

1. Diane Sallinger & Patricia Scarpa
Thinking Maps Foundations: Training of Trainers
Location: Virtual
Date(s): September 29, 30, October 27, 2020
Purpose: To attend training on Concept Mapping for improving writing and critical thinking skills
Funding Source: TSI Grant

CONSENT

Item 8B.

Minutes

August 11, 2020

(audio minutes are available on the district website)

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

The Governing Board of the Humboldt Unified School District #22 convened during a virtual meeting open to the public on **August 11, 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

6:30 REGULAR SESSION

Markers

- | | |
|----------------|---|
| 00:06 | 1. WELCOME AND CALL TO ORDER |
| 00:36 | 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY |
| 01:00 | 3. ROLL CALL
<i>ALL PRESENT</i> |
| 01:25 | 4. AGENDA REVIEW/ACCEPT
<i>AGENDA ACCEPTED</i> |
| 01:58
03:00 | 5. CURRENT EVENTS
A. Board
B. Superintendent |
| 03:48 | 6. CELEBRATING SUCCESSES
A. HUSD VIPs – Candice Blakely-Stump, Coyote Springs Elementary School Principal
1. Certified – Poppy Keegan
2. Classified – Patricia Burges
3. Volunteer – Nancy Ruiz |
| 21:10 | 7. PUBLIC PARTICIPATION
Due to the virtual format of our Governing Board Meetings, we are unable to include a traditional call to the public. However, we encourage members of the public wishing to address the board to complete the HUSD Online Public Participation Form by 9:00AM on the day of the meeting (August 11, 2020). This form can be found on the Virtual Meetings page under the School Board heading at www.humboldtunified.com .

All submitted comments must be received by 9:00 am on Tuesday, August 11, 2020 (the day of the next meeting). All submitted comments will be sent to Governing Board Members and District Administration for review, and will also be included in the official public record. While board members may be able to reference submitted comments during the meeting, there will not be a "read out" of comments during the meeting.

As with the traditional Call to the Public, there can be no discussion of any such comments from the public, as pursuant to A.R.S. 38-431.01(H).

Thank you for taking the time to provide your input to the board and thank you for your engagement with your community school district. |
| 25:27 | 8. CONSENT ITEMS
This section includes approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may |

be reviewed at the District office. Upon the request of a Board member, a topic on the Consent Agenda may be removed from this segment of the meeting and discussed as a Regular Agenda item.

A. Personnel Recommendations

B. Governing Board Meeting Minutes of July 14, 2020 and July 23, 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 \$902,368.45
2. Approval of Payroll voucher(s) in the amount of \$_556,002.91

D. Monthly Budget Report

E. Monthly Student Activities Report

F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for July 2020

G. Discussion and possible action to approve utilizing the Monthly Measurement Method for determining health insurance qualifications for fiscal year 2020-21

H. Request for approval of hearing officers to conduct student discipline hearings for school year 2020-21

I. Request for approval of Amendment 5 to HUSD's agreement with Arizona Department of Economic Security/Rehabilitation Services Administration the Transition from School to Work program

J. Gifts and donations

PASSED UNANIMOUSLY

9. DISCUSSION

27:06

A. School update from Coyote Springs Elementary School Principal Candice Blakely-Stump to include:

- CSES 21st Century Teaching and Learning Model
- CSES Co-Teaching / Inclusion Model
- Successes

44:38

B. Review of Humboldt Unified School District's Pandemic Preparedness and Re-Entry plans

10. ACTION

2:20:24

A. Discussion and possible action to award Job Order Contract (JOC) for the Lake Valley Elementary School Roof Replacement Project

PASSED UNANIMOUSLY

2:29:28

B. Discussion and possible action to approve an agreement between Humboldt Unified School District and FrontStream Payments

PASSED UNANIMOUSLY

2:36:00

C. Discussion and possible action to approve additional staffing in the Special Services Department
PASSED 4-1, WITH COREY CHRISTIANS VOTING AGAINST

2:46:14

D. Discussion and possible action to approve revised job descriptions for two Executive Director Positions

PASSED UNANIMOUSLY

2:50:20

E. Discussion and possible action to approve a revised job description for Facilities Coordinator
PASSED UNANIMOUSLY

11. ANNOUNCEMENTS

2:53:56 A. Next Scheduled Board Meetings are:

September 8, 2020	6:30 p.m.	Regular Meeting	TBD
October 6, 2020	6:30 p.m.	Regular Meeting	TBD
November 10, 2020	6:30 p.m.	Regular Meeting	TBD

2:56:07 12. ADJOURNMENT

ADJOURNED AT 9:31 PM

Copies of agendas and supporting documentation relative to public meetings (with the exception of materials relating to possible executive sessions) are available at the District Administration Office during normal work hours, 24 hours prior to a meeting. Please call ahead (759-4000) to arrange copies to be picked up. Documentation is also available on the District website 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 8D.

Monthly Budget Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8 D
FROM: Roger Studley, Finance Director Reading
DATE: September 8, 2020 Discuss
SUBJECT: Monthly Budgets - Board Report Action
Consent X

OBJECTIVE: Goal # 2: Planning for Future Student Needs

SUPPORTING DATA:

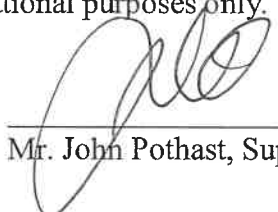
Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Finance Director 928.759.4027

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

Expenditure Budget Balance Report									
Fiscal Year: 2020-2021			<input checked="" type="checkbox"/> Summary Only		From Date: 8/1/2020		To Date:		8/22/2020
Account Number / Description			Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Budget	
Fund:	001	MAINT & OPER FUNDS							
		Fund 001 Total:	\$36,807,513.69	\$1,666,504.93	\$2,203,577.99	\$34,603,935.70	\$25,889,832.20	\$8,714,103.50 23.67%	
Fund:	011	CLASSROOM-BASE SAL							
		Fund 011 Total:	\$681,784.98	\$0.00	\$70.78	\$681,714.20	\$0.00	\$681,714.20 99.99%	
Fund:	012	CLASSROOM-PERF PAY							
		Fund 012 Total:	\$1,485,933.64	\$0.00	\$3,858.24	\$1,482,075.40	\$0.00	\$1,482,075.40 99.74%	
Fund:	013	CLASSROOM-OTHER							
		Fund 013 Total:	\$1,963,357.38	\$0.00	\$782.10	\$1,962,575.28	\$0.00	\$1,962,575.28 99.96%	
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	\$6,883.02	\$14,622.20	\$420,568.05	\$166,041.58	\$254,526.47 58.49%	
Fund:	071	SEI - STRUCTURED ENGLISH IMMERSION							
		Fund 071 Total:	\$157,842.52	\$6,055.87	\$6,055.87	\$151,786.65	\$159,891.39	(\$8,104.74) -5.13%	
Fund:	110	TITLE 1 LEA							
		Fund 110 Total:	\$1,784,097.00	\$35,043.39	\$38,486.91	\$1,745,610.09	\$1,111,720.24	\$633,889.85 35.53%	
Fund:	111	TITLE 1 LEA							
		Fund 111 Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$53,591.48	(\$53,591.48) 0.00%	
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: 2020-2021

☒ Summary Only

From Date: 8/1/2020

To Date:

8/22/2020

Account Number / Description

	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund 113 Total:	\$121,036.67	\$0.00	\$0.00	\$121,036.67	\$0.00	\$121,036.67 100.00%
Fund 140						
140	TITLE II-IMPROV TEACHER QUAL(14/15)					
Fund 140 Total:	\$170,407.98	\$29,910.31	\$45,340.89	\$125,067.09	\$79,695.14	\$45,371.95 26.63%
Fund 141						
141	TITLE II-IMPROV TEACHER QUAL(15/16)					
Fund 141 Total:	\$354,112.57	\$10,159.99	\$10,159.99	\$343,952.58	\$2,028.86	\$341,923.72 96.56%
Fund 162						
162	TITLE IV-A STUDENT SUPPORT & ACADEMIC I					
Fund 162 Total:	\$10,667.99	\$0.00	\$0.00	\$10,667.99	\$0.00	\$10,667.99 100.00%
Fund 163						
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 190						
190	TITLE III LEP PROGRAM					
Fund 190 Total:	\$0.00	\$223.29	\$669.85	(\$669.85)	\$8,016.02	(\$8,685.87) 0.00%
Fund 191						
191	TITLE III LEP PROGRAM (FY20)					
Fund 191 Total:	\$83,234.19	\$0.00	\$0.00	\$83,234.19	\$0.00	\$83,234.19 100.00%
Fund 195						
195	TARGETED SUPPORT & IMPROVEMENT GRN1					
Fund 195 Total:	\$27,900.71	\$0.00	\$0.00	\$27,900.71	\$0.00	\$27,900.71 100.00%
Fund 196						
196	TARGETED SUPPORT & IMPROVEMENT GRN1					
Fund 196 Total:	\$42,500.00	\$1,579.77	\$1,579.77	\$40,920.23	\$1,520.04	\$39,400.19 92.71%
Fund 220						
220	IDEA - BASIC - ENT					
Fund 220 Total:	\$1,361,075.67	\$31,861.56	\$35,253.52	\$1,325,822.15	\$778,171.84	\$547,650.31 40.24%
Fund 221						
221	IDEA - PRESCHOOL GRANT					
Fund 221 Total:	\$24,810.76	\$425.77	\$425.77	\$24,384.99	\$17,288.46	\$7,096.53 28.60%
Fund 260						
260	CTE BASIC GRANT					
Fund 260 Total:	\$158,218.34	\$2,254.76	\$2,254.76	\$155,963.58	\$2,790.41	\$153,173.17

Printed:

4/2020

8:22:52 AM

Report: rptGLExpenseBudBal

2020.2.11

P.

2

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 8/1/2020	To Date: 8/22/2020		
Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund: 261	CTE BASIC GRANT					96.81%
	Fund 261 Total:	\$0.00	\$0.00	\$107,128.84	\$50.00	\$107,078.84 99.95%
Fund: 290	MEDICAID OUTREACH					
	Fund 290 Total:	\$2,125.34	\$5,219.91	\$128,070.94	\$6,580.94	\$121,490.00 91.15%
Fund: 291	MEDICAID DIRECT					
	Fund 291 Total:	\$4,680.20	\$9,667.37	\$1,270,482.16	\$279,759.72	\$990,722.44 77.39%
Fund: 326	CARES/ESSER					
	Fund 326 Total:	\$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:	\$32,765.16	\$64,019.27	\$1,278,161.93	\$788,730.66	\$489,431.27 36.47%
Fund: 353	TAYLOR GRAZING					
	Fund 353 Total:	\$267.94	\$925.91	\$86,787.09	\$6,019.14	\$80,767.95 92.08%
Fund: 354	LEADERS FOR SCHOOL WELLNESS SUBGRA					
	Fund 354 Total:	\$0.00	\$0.00	\$55,750.00	\$0.00	\$55,750.00 100.00%
Fund: 374	E-RATE					
	Fund 374 Total:	\$0.00	\$0.00	\$101,097.91	\$0.00	\$101,097.91 100.00%
Fund: 400	CTE PRIORITY PROGRAM					
	Fund 400 Total:	\$0.00	\$0.00	\$44,704.19	\$4,000.00	\$40,704.19 91.05%
Fund: 435	ACADEMIC CONTESTS					
	Fund 435 Total:	\$0.00	\$0.00	\$1,134.04	\$0.00	\$1,134.04 100.00%
Fund: 450	GIFTED					
	Fund 450 Total:	\$0.00	\$0.00	\$5,009.74	\$0.00	\$5,009.74 100.00%

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2020-2021

☒ Summary Only

From Date: 8/1/2020

To Date:

8/22/2020

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
------------------------------	--------	---------------	-----	---------	-------------	-----------------

Fund: 456 COLLEGE CREDIT BY EXAMINATION INCENTIVE

Fund 456 Total:	\$21,596.43	\$0.00	\$0.00	\$21,596.43	\$0.00	\$21,596.43 100.00%
------------------------	-------------	--------	--------	-------------	--------	------------------------

Fund: 457 RESULTS - BASED FUNDING

Fund 457 Total:	\$86,959.74	\$0.00	\$5,576.40	\$81,383.34	\$0.00	\$81,383.34 93.59%
------------------------	-------------	--------	------------	-------------	--------	-----------------------

Fund: 483 SAFE SCHOOLS

Fund 483 Total:	\$0.00	\$2,406.56	\$3,437.87	(\$3,437.87)	\$58,054.20	(\$61,492.07) 0.00%
------------------------	--------	------------	------------	--------------	-------------	------------------------

Fund: 485 WRP

Fund 485 Total:	\$242,312.73	\$10,336.33	\$25,330.59	\$216,982.14	\$179,818.60	\$37,163.54 15.34%
------------------------	--------------	-------------	-------------	--------------	--------------	-----------------------

Fund: 499 RURAL ASSISTANCE

Fund 499 Total:	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	\$4,068.54 100.00%
------------------------	------------	--------	--------	------------	--------	-----------------------

Fund: 500 SCH PLANT- > 1 YR

Fund 500 Total:	\$128,246.14	\$0.00	\$0.00	\$128,246.14	\$0.00	\$128,246.14 100.00%
------------------------	--------------	--------	--------	--------------	--------	-------------------------

Fund: 510 FOOD SERVICE

Fund 510 Total:	\$2,722,659.81	\$50,286.70	\$100,376.91	\$2,622,282.90	\$1,901,998.20	\$720,284.70 26.46%
------------------------	----------------	-------------	--------------	----------------	----------------	------------------------

Fund: 515 CIVIC CENTER

Fund 515 Total:	\$173,741.40	\$8,797.45	\$12,537.40	\$161,204.00	\$10,326.69	\$150,877.31 86.84%
------------------------	--------------	------------	-------------	--------------	-------------	------------------------

Fund: 517 BUS RENTAL

Fund 517 Total:	\$365,348.72	\$0.00	\$0.00	\$365,348.72	\$0.00	\$365,348.72 100.00%
------------------------	--------------	--------	--------	--------------	--------	-------------------------

Fund: 522 BEFORE/AFTER SCHOOL PROGRAM

Fund 522 Total:	\$203,337.25	\$1,775.71	\$2,059.29	\$201,277.96	\$59,229.25	\$142,048.71 69.86%
------------------------	--------------	------------	------------	--------------	-------------	------------------------

Fund: 523 BRIGHT FUTURES PRESCHOOL

Fund 523 Total:	\$132,611.05	\$0.00	\$223.65	\$132,387.40	\$1,000.00	\$131,387.40 99.08%
------------------------	--------------	--------	----------	--------------	------------	------------------------

Fund: 525 AUX OPERATIONS

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

☒ Summary Only

From Date: 8/1/2020

To Date: 8/22/2020

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund 525 Total:	\$672,796.34	\$8,878.80	\$8,878.80	\$663,917.54	\$63,166.23	\$600,751.31 89.29%
Fund: 526 ACT FEES TAX CRED						
Fund 526 Total:	\$733,040.00	\$1,709.80	\$1,709.80	\$731,330.20	\$19,241.20	\$712,089.00 97.14%
Fund: 530 GIFTS & DONATIONS						
Fund 530 Total:	\$180,764.98	\$2,369.04	\$2,369.04	\$178,395.94	\$10,078.85	\$168,317.09 93.11%
Fund: 540 FINGERPRINT						
Fund 540 Total:	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43 100.00%
Fund: 550 INSURANCE PROCEEDS						
Fund 550 Total:	\$322,748.28	\$1,273.00	\$1,273.00	\$321,475.28	\$5,000.00	\$316,475.28 98.06%
Fund: 551 INSURANCE - AEI						
Fund 551 Total:	\$50,250.14	\$267.89	\$803.76	\$49,446.38	\$6,014.94	\$43,431.44 86.43%
Fund: 555 TEXTBOOKS						
Fund 555 Total:	\$21,246.01	\$0.00	\$0.00	\$21,246.01	\$0.00	\$21,246.01 100.00%
Fund: 565 LITIGATION RECOVERY						
Fund 565 Total:	\$26,154.34	\$0.00	\$0.00	\$26,154.34	\$0.00	\$26,154.34 100.00%
Fund: 570 INDIRECT COSTS						
Fund 570 Total:	\$1,237,087.86	\$26,314.33	\$47,583.54	\$1,189,504.32	\$628,541.72	\$560,962.60 45.35%
Fund: 575 UNEMPLOYMENT INSURANCE						
Fund 575 Total:	\$108,840.32	\$0.00	\$0.00	\$108,840.32	\$0.00	\$108,840.32 100.00%
Fund: 590 GRANT/GIFT TEACHER						
Fund 590 Total:	\$21,928.90	\$0.00	\$0.00	\$21,928.90	\$0.00	\$21,928.90 100.00%
Fund: 595 SCHOOL BUS ADVERTISEMENT						
Fund 595 Total:	\$5,810.91	\$0.00	\$0.00	\$5,810.91	\$0.00	\$5,810.91

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description



Summary Only

From Date: 8/1/2020

To Date:

8/22/2020

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund: 596						100.00%
JTED - MTN. INSTITUTE						
Fund 596 Total:	\$1,051,306.66	\$7,400.19	\$9,107.45	\$1,042,199.21	\$253,378.00	\$788,821.21 75.03%
Fund: 610						
CAPITAL OUTLAY						
Fund 610 Total:	\$3,069,040.59	\$323,959.10	\$429,401.41	\$2,639,639.18	\$466,655.42	\$2,172,983.76 70.80%
Fund: 630						
BOND BUILDING						
Fund 630 Total:	\$317,148.64	\$0.00	\$0.00	\$317,148.64	\$0.00	\$317,148.64 100.00%
Fund: 650						
GIFTS & DONATIONS						
Fund 650 Total:	\$13,737.85	\$0.00	\$0.00	\$13,737.85	\$0.00	\$13,737.85 100.00%
Fund: 665						
ENERGY REBATES						
Fund 665 Total:	\$341,231.82	\$0.00	\$0.00	\$341,231.82	\$0.00	\$341,231.82 100.00%
Fund: 691						
BUILDING RENEWAL GRANT - SFB						
Fund 691 Total:	\$320,219.00	\$0.00	\$0.00	\$320,219.00	\$235,593.60	\$84,625.40 26.43%
Fund: 700						
DEBT SERVICE FUNDS						
Fund 700 Total:	\$3,971,900.00	\$0.00	\$0.00	\$3,971,900.00	\$0.00	\$3,971,900.00 100.00%
Fund: 850						
STUDENT ACTIVITIES						
Fund 850 Total:	\$103,011.26	\$0.00	\$0.00	\$103,011.26	\$600.00	\$102,411.26 99.42%
Fund: 855						
EMPLOYEE INSURANCE						
Fund 855 Total:	\$5,708,474.66	\$408,733.01	\$696,868.01	\$5,011,606.65	\$4,556,350.99	\$455,255.66 7.98%
Grand Total:	\$72,452,481.47	\$2,685,249.21	\$3,790,508.02	\$68,661,973.45	\$37,810,776.01	\$30,851,197.44 42.58%

End of Report

CONSENT

Item 8E.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8E**
FROM: Roger Studley, Finance Director Reading
DATE: September 8, 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.

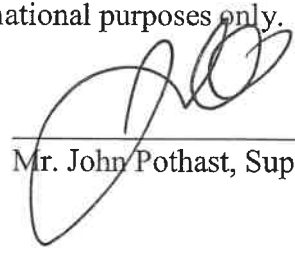
This report is in a new format since it is a cash driven fund. Beginning cash balances have been added in so you can see all the transactions for each club.

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, Finance Director 759-4027

STUDENT ACTIVITY REPORT

August 2020

	Beginning Balance	Revenue	Expended	Balance	Incumbered	Available Cash
Coyote Springs						
Student Council	1,486.72	-	-	1,486.72	-	1,486.72
Granville						
Chorus/Choir	348.41	-	-	348.41	-	348.41
Student Council	1,477.82	-	-	1,477.82	-	1,477.82
Humboldt						
Student Council	5,225.79	139.70	-	5,365.49	-	5,365.49
Lake View						
Student Council	5,741.40	-	-	5,741.40	-	5,741.40
Liberty Traditional						
Jr Optimists	185	-	-	185	-	185
Student Council	3,767	-	-	3,767	-	3,767
Mountain View						
Student Council	1,611	-	-	1,611	-	1,611
Subtotal ES	19,843	140	-		-	19,983
Brad Mntn MS						
Ntl Honor Society	2,792	-	-	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,631	-	-	2,631	-	2,631
Glassford Hill MS						
Ntl Honor Society	84	-	-	84	-	84
Student Council	1,364	-	-	1,364	600	764
Subtotal MS	7,248	-	-		600	6,648
Brad Mntn HS						
Art	352	-	-	352	-	352
AVID	342	-	-	342	-	342
Baseball	20	-	-	20	-	20
DECA	1,408	-	-	1,408	-	1,408
FBLA	252	-	-	252	-	252
French Club	33	-	-	33	-	33
G.O.A.L.S Club	61	-	-	61	-	61
Girls Basketball	216	-	-	216	-	216
HOSA/Nursing	4,459	-	-	4,459	-	4,459
HOSA/SportsMedicine	1,224	-	-	1,224	-	1,224
Interact	3,193	-	-	3,193	-	3,193
Mu Alpha Theta	1,991	-	-	1,991	-	1,991
Ntl Art Honor Society	434	-	-	434	-	434
Ntl Honor Society	2,202	-	-	2,202	-	2,202
P.A.L.S.	2,102	-	-	2,102	-	2,102
Student Council	3,500	-	-	3,500	-	3,500
Upward Bound	37	-	-	37	-	37
Subtotal HS	21,825	-	-		-	21,825
TOTAL Student Activities	48,916	140	-	-	600	48,455

CONSENT

Item 8F.

Ratification of
Expenditures

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 F
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	Tuesday, September 8, 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 August during the 2020-2021 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 August during the 2020-2021 fiscal year.

Sample Motion:

I move to approve the ratification of all Contracts, Work Agreements and Supplementals from August 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)

Contract Type	Name	Primary Job Title	Position Description	Date Published	Start Date
CERTIFIED	STEPHENS, PAUL H	TEACHER	STIPEND TEAM LEADER - MIDDLE SCHOOL	8/19/2020	8/3/2020
CERTIFIED	TUBERA, BRYAN A	TEACHER	STIPEND TEAM LEADER - MIDDLE SCHOOL	8/19/2020	8/3/2020
CERTIFIED	TUBERA, ASHLEY R	TEACHER	STIPEND TEAM LEADER - MIDDLE SCHOOL	8/19/2020	8/3/2020
CERTIFIED	MORRISON, RUSSELL C	TEACHER	COACH SWIMMING HEAD	8/18/2020	8/10/2020
Certified	HENRY, PAULINE L	TEACHER	TEACHER SCIENCE	8/17/2020	7/27/2020
CLASSIFIED	PETERSON, LUPE E	F&N WORKER II	F & N WORKER II - BMHS - W	8/18/2020	7/31/2020
Classified	RENDON, NORA E	F&N WORKER	F & N CLERK - LTS	8/18/2020	7/31/2020
OVERLOAD 1ST SEM	FRIEDRICH, JARED A	TEACHER	STIPEND OVERLOAD - CLASS SIZE	8/18/2020	8/12/2020
OVERLOAD 1ST SEM	HAYES, JAMES E	TEACHER	STIPEND OVERLOAD - CLASS SIZE	8/18/2020	8/12/2020

CONSENT

Item 8G.

Agreement Renewal
Good Samaritan Society

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 G
FROM:	Dr. Rob Bueche, Executive Director of Educational Services/Federal Programs	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Agreement between HUSD and Good Samaritan Society	Action

Consent X

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

SUPPORTING DATA:

The purpose of this agreement is to establish a partnership for students in the Certified Nursing Assistant (CNA) Program at Bradshaw Mountain High School and the Good Samaritan Society healthcare network for the purpose of clinical preparations aligned to their Career and Technical Education (CTE) Program. Career and Technical Education provides an important pathway for students to learn skills congruent with the workplace, and prepare students for work in the field of their choosing for industry certification which is an important prerequisite for their field preparation work. Programming will resume at a time when it is safe to do so, and all participants will follow CDC guidelines and safeguards in accordance with current events.

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

Attached for your approval is the 2020-2021 agreement. New language is underlined and deleted language is ~~struck through~~. The only changes were to the year of the agreement.

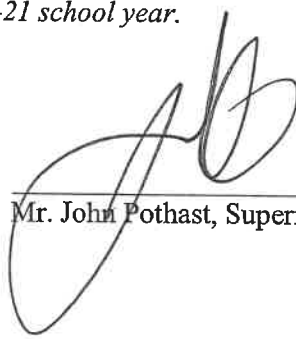
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Good Samaritan Society, for the 2020-21 school year.

Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Good Samaritan Society, for the 2020-21 school year.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

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



GSS #346
9/8/2020

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

THIS AGREEMENT is made effective 9/10/2019/8/2020, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – Prescott Valley (hereinafter the “Society”), and Humboldt Unified School District (hereinafter the “District”).

RECITALS

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

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

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

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

**ARTICLE 1
DISTRICT COVENANTS**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 SOCIETY COVENANTS

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

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

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

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

ARTICLE 3 STUDENT COVENANTS

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

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

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

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

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

ARTICLE 4 MUTUAL COVENANTS

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

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

4.3. Government Requirements.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

TERM AND TERMINATION

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

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

ARTICLE 6

MISCELLANEOUS PROVISIONS

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

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

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

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

(a) If to the Society, to: Trevor Guthmiller
GSS – Prescott Valley
3380 N Windsong Drive
(a)–Prescott Valley, AZ 86314

←----- **Formatted:** Indent: Left: 2.21", No bullets or numbering

←----- **Formatted:** Indent: Left: 2.21"

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

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

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

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

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

Society

District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Student

Parent/Guardian

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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

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

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

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

| Date this 8th day of September, ~~2019~~2020

School District

Student/Faculty

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSENT

Item 8H.

Agreement Renewal
Yavapai Library Network

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8H
FROM:	Dr. Rob Bueche, Executive Director- Educational Services/Federal Programs	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Yavapai Library Network - Library Support Agreement	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:

The agreement before you forms a partnership with the Yavapai Library Network (The District) and the Humboldt Unified School District in providing and sharing library services to be accessed by residents throughout Yavapai County from July 1, 2020 through June 30, 2021. Because this agreement is with Humboldt Unified, it allows for the remaining schools within the district who are currently not members to become 'Members' when appropriate. Termination of this agreement at any time is allowable with 90-day prior written notice.

In order to both benefit from and provide this library service throughout the county, there is a fee to take part in the Yavapai Library Network (YLN) of approximately \$2,100 with a built in 10% budget forecast increase for the following year's participation. This amount is directly associated with the Yavapai Library Network's ability to operate and provide services to patrons throughout the county. Our monetary proportion is determined by a formula taking into consideration the YLN's Capital Assessment / Annual Project Assessment / Total Annual Assessment / Overall Assessment Proportions and the ratios associated with Individual Library Assessments. Each member library is then evaluated, "according to a combination or proportions (weights) and ratios that reflect their size and activity... relative to other members of the Network." This fee calculation provides for an equitable proportional dollar amount based in library member performance and access. Simply put, the YLN Steering Committee in conjunction with Member Library usage determines the annual contribution amount.

This agreement has been vetted and approved by HUSD legal counsel, and has previously been approved by the Humboldt Unified School District Governing Board on September 10, 2019 to renew every year until 2024-2025 school year.

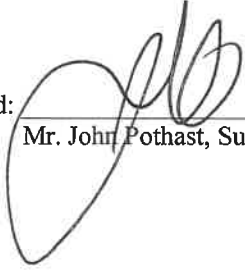
SUMMARY & RECOMMENDATION:

It is the recommendation of the Administration to approve the renewal of the Library Support Agreement with the Yavapai Library Network for the 2020-2021 school year.

Sample Motion:

I move to approve the Library Support Agreement with the Yavapai Library Network 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- Educational Services/Federal Programs @ 759-4010

**AGREEMENT FOR LIBRARY SUPPORT SERVICES
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK
BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT AND**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this "Agreement") is made and entered into July 1, 2019, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as "DISTRICT"), and _____, a(n) Arizona corporation/political subdivision of the State of Arizona (hereinafter referred to as "MEMBER LIBRARY"). DISTRICT and MEMBER LIBRARY may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

WHEREAS, DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

WHEREAS, DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

WHEREAS, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as "YLN"); and,

WHEREAS, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

WHEREAS, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN; and,

WHEREAS, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

WHEREAS, MEMBER LIBRARY is classified as a(n):

- ☐ PUBLIC LIBRARY, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;

- ☐ SCHOOL LIBRARY, which is a library that only serves K-12 students, faculty, and staff that attend the school or are part of the school district where the library is located. A School Library is not open to the general public;
- ☐ ACADEMIC LIBRARY, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or
- ☐ SPECIAL LIBRARY, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, subject to the terms and conditions set forth herein.

AGREEMENT

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

- 1. Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.
- 2. Termination.**
 - 2.1. Termination for Convenience/Without Cause.** The Parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other Party specifying the termination date.
 - 2.2. Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.
 - 2.3. Residual Obligations.** Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

2.4. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

3. DISTRICT Duties and Obligations for Library Support Services. DISTRICT hereby agrees to:

- 3.1.** Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
- 3.2.** Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
- 3.3.** Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
- 3.4.** Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
- 3.5.** Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to allow MEMBER LIBRARY to readily access the resources of the YLN.
- 3.6.** Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
- 3.7.** Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
- 3.8.** Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
- 3.9.** Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deems necessary.
- 3.10.** Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.
- 3.11.** Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
- 3.12.** Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.

3.13. Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's Membership Fee no later than March 15 each year in accordance with the methodology in the "MEMBERSHIP FEE" document attached hereto as Exhibit A.

3.14. Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than one (1) year prior to the effective date of any such determination.

3.15. Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the "REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY" document attached hereto as Exhibit B.

4. MEMBER LIBRARY Duties and Obligations for Library Support Services. MEMBER LIBRARY hereby agrees to:

4.1. Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality and compatibility for MEMBER LIBRARY.

4.2. And understands that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.

4.3. Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.

4.4. Purchase, operate, and maintain, at MEMBER LIBRARY's sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.

4.5. Provide, at MEMBER LIBRARY's sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY's needs and any requirements established by DISTRICT or YLN.

4.6. Pay all fees and charges pursuant to this Agreement no later than 30 days following receipt of an invoice for said fees or charges.

4.7. Clearly check the appropriate box below indicating whether MEMBER LIBRARY is an Affiliate Library of DISTRICT pursuant to A.R.S. § 11-903(A) (hereinafter referred to as "Affiliate Library"):

☐ MEMBER LIBRARY is an Affiliate Library.

☐ MEMBER LIBRARY is NOT an Affiliate Library.

4.7.1. If MEMBER LIBRARY is an Affiliate Library, then MEMBER LIBRARY agrees to the following additional duties and obligations as an Affiliate Library as follows:

4.7.1.1 Affiliate Library shall provide equal access to use an Affiliate Library's facilities and services, including core services such as borrowing privileges and computer use, if available, free of charge, to all the residents of Yavapai County.

4.7.1.2 DISTRICT and Affiliate Library shall cooperate in planning and implementing resource sharing activities acceptable to DISTRICT and Affiliate Library. Shared resources shall be free to Yavapai County residents, except if there are inter-library loans or materials from a lending library that is not a member of the YLN. If the lending library is not a member of the YLN, then postage recovery costs for library materials sent to and from the library that is not a member of the YLN may be passed on to the user up to a total cost of \$6.00 per item or transaction.

4.7.1.3 DISTRICT acknowledges that the services to be performed by the Affiliate Library have a value to the residents of Yavapai County and that if Affiliate Library did not perform library services for its community, then DISTRICT may have to bear the costs of providing library services to residents benefitting from the Affiliate Library.

4.7.1.4 Affiliate Library may be eligible for a distribution of funds from DISTRICT according to the formula as set forth in "ANNUAL CONTRIBUTIONS TO AFFILIATE LIBRARY" attached hereto as Exhibit C.

4.7.1.4.1 Affiliate Library agrees and acknowledges that DISTRICT, in its sole discretion, may or may not allocate funds for an annual contribution, and that if funds are allocated for an annual contribution, the amounts may fluctuate from year-to-year. The estimated allocated amount, if any, and conditions, if any, will be provided to Affiliate Library on or before March 15 of each year.

4.7.1.4.2 Affiliate Library agrees and acknowledges that the combined contribution for funds for Fiscal Year (FY) 2019-20 for Affiliate Libraries, before the Contribution Formula is applied, is \$1,675,000, as evidenced on Exhibit C.

4.7.1.4.3 Affiliate Library may receive an annual contribution so long as Affiliate Library is a member of the YLN.

4.7.1.4.4 If Affiliate Library receives funds from DISTRICT, then

Affiliate Library shall solely use funds received from DISTRICT to directly support Affiliate Library, and Affiliate Library shall provide a certification on or before June 30 of each year that Affiliate Library has solely used funds from DISTRICT to directly support Affiliate Library. DISTRICT shall provide the certification form for Affiliate Library to use on or before May 31 of each year. DISTRICT may also request an annual accounting from Affiliate Library describing the manner and use of DISTRICT funds, and Affiliate Library shall provide the annual accounting to DISTRICT within thirty (30) days of receipt of such request.

4.7.1.4.5 Affiliate Library agrees and acknowledges that all unused funds Affiliate Library receives from DISTRICT in a fiscal year shall be forfeited to DISTRICT.

4.7.1.5 Affiliate Library agrees and acknowledges that contributions and funds that are declared for a specific purpose shall be used for their declared purpose.

4.7.1.6 Affiliate Library agrees and acknowledges that contributions and funds that are not used for their declared purpose are forfeited and shall be the property of DISTRICT.

4.7.1.7 All library materials purchased with DISTRICT funds for Affiliate Library are the property of the Affiliate Library.

4.7.1.8 Affiliate Library may wish to utilize technology support services from DISTRICT in accordance with the detailed description of "TECHNOLOGY SUPPORT SERVICES" attached hereto as Exhibit D. Affiliate Library shall check the appropriate box below whether it elects to utilize these services:

☐ Affiliate Library will utilize technology support services as outlined in Exhibit D.

☐ Affiliate Library will NOT utilize technology support services as outlined in Exhibit D.

5. Membership in YLN and Duties and Obligations for Membership in the YLN. Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, MEMBER LIBRARY agrees to:

5.1. Adhere to all YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

- 5.2. Contribute bibliographic and holdings data into the ILS.
- 5.3. Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
- 5.4. Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
- 5.5. Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
- 5.6. Adhere to practices and procedures as outlined in the YLN Circulation Manual.
- 5.7. Have access to the YLN catalog of shared items that shall be available for use.
- 5.8. Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
- 5.9. Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.10. Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.11. At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution.
- 5.12. Form a YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the "YLN STEERING COMMITTEE" document attached hereto as Exhibit E.
- 5.13. Participate in the functions and activities of the YLN Steering Committee.
- 5.14. Designate a representative to serve on the YLN Steering Committee.
- 5.15. DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16. The duties and obligations of the YLN Steering Committee as follows:
 - 5.16.1. The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of

YLN and MEMBER LIBRARY.

- 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. The total amount to be collected for FY 2019-20 is \$175,000.
- 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT or Yavapai County Information Technology Services (ITS) Library Network Manager.
- 5.16.4.** All decisions of the YLN Steering Committee shall be ratified by the DISTRICT Director to be effective.
- 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Establish a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Exhibit A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as "YLN Fund") of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll-over.
- 5.20.** The purpose of the YLN Fund as follows:
 - 5.20.1.** Ensure the continued stability and viability of the YLN.
 - 5.20.2.** Allow for service expansions.
 - 5.20.3.** Upgrade technology to ensure the provision of existing services.
- 5.21.** The YLN Fund being expended in the following areas:
 - 5.21.1.** Technology purchases.
 - 5.21.2.** Library-related service expansions.
 - 5.21.3.** Special Projects.
 - 5.21.4.** Professional development and continuing education.

5.22. Have the YLN Fund pay for a cataloging position at DISTRICT that is dedicated to the YLN to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall report to the DISTRICT Director and require a Master's in Library Science or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee.

5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.

5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity.

5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.

6. **Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.

7. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "**Indemnitee**") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "**Claims**") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

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

DISTRICT:

Yavapai County Free Library District
Attn: Corey Christians, Director
1971 Commerce Center Circle, Suite D

MEMBER LIBRARY:

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

- 9. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 10. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
- 11. Assignment.** MEMBER LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 12. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 13. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 14. Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 15. Americans With Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 16. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their

employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

- 17. Workers' Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 18. Written Certification Pursuant to A.R.S. § 35-393.01.** The Parties are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of Israel.
- 19. Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 20. Waiver of Jury Trial/Waiver of Attorneys' Fees.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys' fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
- 21. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The Parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
- 22. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this

Agreement upon written notice to the other Party.

- 23. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 24. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 25. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 26. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
- 27. Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 28. Incorporated Documents and Order of Precedence.** All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, interpretations will be based on the following priorities in the following order:
- 28.1.** Amendments and/or modifications to this Agreement;
 - 28.2.** This Agreement;
 - 28.3.** All Exhibits identified herein and incorporated by reference; and
 - 28.4.** YLN governing documents, including, but not limited to, bylaws, policies, rules, and

guidelines.

29. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

30. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

31. Legal Agreement. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

DISTRICT: Yavapai County Free Library District

Randall W. Garrison, Chairman,
Board of Directors

Date: _____

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to DISTRICT.

Signature

Date: _____

Printed Name
Deputy Yavapai County Attorney

MEMBER LIBRARY: _____

Signature

Printed Name and Title

Date: _____

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to MEMBER LIBRARY.

Signature

Date: _____

Printed Name and Title/Law Firm Name

Exhibit A

MEMBERSHIP FEE

MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY's Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

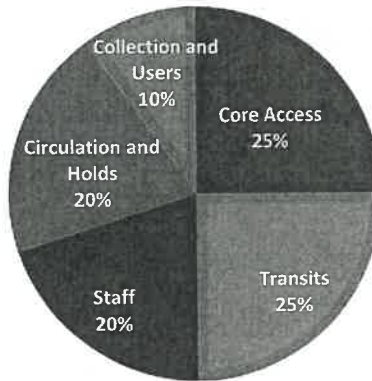
1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

Position	Hours	FTE
Volunteers	10	0.25
Student Helper	10	0.25
Intern	5	0.125
Part-time Employee	15	0.375
Full-time Employee	40	1
Total	80	2

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:

FORMULA FACTORS AND PERCENTAGES



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

FY17-18 Membership Fee Assessment									Total Assessment		\$175,000
Member Name	Access	Amount	FTE	Amount	Circ and Holds	Amount	Transits	Amount	Items and Patrons	Total	Overall Total
	25%	\$43,750	20%	\$35,000	20%	\$35,000	25%	\$43,750	10%	\$17,500	\$175,000
Camp Verde Community Library	1	\$1,067.07	7	\$1,853.95	84685	\$1,195.99	10313	\$1,571.13	35981	\$501.09	\$6,189.24
Chino Valley Public Library	1	\$1,067.07	6	\$1,589.10	124422	\$1,757.18	18706	\$2,849.77	65039	\$905.77	\$8,168.89
Camp Verde Unified School District	1	\$1,067.07	1.5	\$397.28	27755	\$391.98	1135	\$172.91	31019	\$431.99	\$2,461.22
Chino Valley Unified School District	1	\$1,067.07	1	\$264.85	3558	\$50.25	346	\$52.71	20575	\$286.54	\$1,721.42
Cottonwood Public Library	1	\$1,067.07	10.6	\$2,807.42	254986	\$3,601.10	31275	\$4,764.59	129864	\$1,808.55	\$14,048.74
Embry-Riddle Aeronautical University	1	\$1,067.07	7	\$1,853.95	30174	\$426.14	2756	\$419.86	38455	\$535.54	\$4,302.57
Humboldt Unified School District	1	\$1,067.07	1	\$264.85	9780	\$138.12	67	\$10.21	45322	\$631.18	\$2,111.43
Jerome Public Library	1	\$1,067.07	1.78	\$471.43	6855	\$96.81	1341	\$204.29	15933	\$221.89	\$2,061.50
Mayer Unified School District	1	\$1,067.07	0	\$0.00	5178	\$73.13	373	\$56.82	10718	\$149.26	\$1,346.29
Mingus Union High School	1	\$1,067.07	1	\$264.85	1277	\$18.03	112	\$17.06	16748	\$233.24	\$1,600.26
The Orme School of Arizona	1	\$1,067.07	0.25	\$66.21	648	\$9.15	13	\$1.98	8890	\$123.81	\$1,268.22
Prescott College	1	\$1,067.07	3.75	\$993.19	7209	\$101.81	645	\$98.26	38758	\$539.76	\$2,800.10
Prescott Public Library	1	\$1,067.07	19	\$5,032.16	797981	\$11,269.69	68336	\$10,410.65	191514	\$2,667.12	\$30,446.69
Prescott Unified School District	6	\$6,402.44	5.875	\$1,556.00	77214	\$1,090.47	1464	\$223.03	94819	\$1,320.50	\$10,592.44
Prescott Valley Public Library	1	\$1,067.07	21.37	\$5,659.86	437614	\$6,180.32	51832	\$7,896.35	128244	\$1,785.99	\$22,589.58
Sedona Public Library	2	\$2,134.15	12.6	\$3,337.12	299030	\$4,223.13	47194	\$7,189.77	98712	\$1,374.71	\$18,258.88
Sharlot Hall Museum	1	\$1,067.07	2	\$529.70	0	\$0.00	0	\$0.00	6813	\$94.88	\$1,691.66
Tri-City College Prep High School	1	\$1,067.07	1	\$264.85	235	\$3.32	105	\$16.00	1312	\$18.27	\$1,369.51
Yavapai College	2	\$2,134.15	10.5	\$2,780.93	41675	\$588.57	3518	\$535.95	137427	\$1,913.88	\$7,953.47
Yavapai County Free Library District	15	\$16,006.10	18.925	\$5,012.30	267994	\$3,784.81	47646	\$7,258.63	140455	\$1,956.05	\$34,017.89
Total	41	\$43,750.00	132.15	\$35,000.00	2478270	\$35,000.00	287177	\$43,750.00	1256598	\$17,500	\$175,000.00

Exhibit B

REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the Parties shall be consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

- a. The following student information may be transferred to DISTRICT:

Last Name;
First Name;
Middle Name;
Student ID;
SAIS;
Interlibrary loan status;
Internet Permission;
Graduation Year;
Current School Grade;
Mailing Address;
Email;
Phone Number;
Homeroom Teacher;
Academic Level;
Homeroom room number;
Homeroom time;
School Code;
Date of Birth;
Enrollment Status; and
Academic Program.

- b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.
- c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the Parties.
 3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
 6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
 7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either Party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
 - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
 - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.

Exhibit C

ANNUAL CONTRIBUTION TO AFFILIATE LIBRARY

An Affiliate Library of DISTRICT is eligible to receive an annual contribution, if allocated, so long as MEMBER LIBRARY is a member of the YLN. The basis for determining an Affiliate Library's portion of the total allocated funds shall be based on the following factors:

1. Five percent (5%) of the total funds available will be a base amount and apportioned to each Affiliate Library based on the ratio of the total number of Affiliate Libraries.
2. Five percent (5%) of the total funds available will be based on the population of the incorporated municipality, and service area for Affiliate Library's branches in unincorporated areas, that governs the Affiliate Library divided by the combined population of the incorporated Municipalities. Official census data shall be used to determine the population for each incorporated area.
3. Fifty percent (50%) is based on total net assessed value (NAV) of the property of the incorporated municipality that is responsible for Affiliate Library divided by the total NAV of the incorporated municipalities. If an Affiliate Library has a library in unincorporated area, then DISTRICT, at DISTRICT's sole discretion, shall use the NAV that DISTRICT determines most closely matches the Affiliate Library's service area. NAV data shall be provided from publicly available data released from the assessor's office for the last full calendar year.
4. Twenty percent (20%) is based on total amount of the circulation, including first-time checkouts and renewals of physical and electronic items, and the number of items lent to Affiliate Library divided by the total number of the same for all Affiliate Libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Affiliate Library divided by the total number of the same for all Affiliate Libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Affiliate Library divided by the total number of the same for all Affiliate Libraries.

An example of the application of the formula to the FY 2018-2019 total contribution is below:

FY 18-19 YCFLD Affiliates Contribution Formulation																			
Service Area	Affiliation			Demographics			Performance Measures										PY18-19 Contribution		
	Base Amount	5%	Population	5%	PY17 Assessed Valuation	50%	Circ.	Electron.	Intralib	Total	20%	Active Patrons	10%	Items	10%	Total	100%		
	Amount	Percent	\$	Amount	Percent	\$	Amount	Amount	Amount	Amount	Percent	\$	Percent	\$	Percent	\$	Percent		
Camp Verde	1	11.11%	\$ 83,772.81	10873	6.00%	\$ 510,138	\$ 67,995.06	42.1%	35,274.91	72608	4413	7878	84897	4.14%	\$ 13,858.71	5409	5.88%	\$ 18,756.72	4.88%
Chino Valley	1	11.11%	\$ 9,308.09	15488	8.80%	\$ 7,249.21	\$ 76,175.35	4.72%	\$ 39,518.89	102489	8492	11967	122848	5.99%	\$ 20,070.21	7775	15.67%	\$ 10,123.21	6.33%
Clarkdale	1	11.11%	\$ 9,308.09	4097	2.30%	\$ 1,922.90	\$ 39,049.96	2.05%	\$ 17,145.87	7893	951	4174	13018	0.63%	\$ 2,125.08	780	0.82%	\$ 9,472.91	0.70%
Cottonwood	1	11.11%	\$ 9,308.09	28181	15.79%	\$ 13,226.59	\$ 1,211,023.56	5.64%	\$ 47,272.35	212252	15218	32066	259596	12.64%	\$ 42,367.03	15580	16.37%	\$ 172,105.21	10.27%
Dewey-Humboldt	1	11.11%	\$ 9,308.09	3894	1.18%	\$ 1,827.63	\$ 26,384.81	1.63%	\$ 13,693.28	12465	1245	2603	16913	0.79%	\$ 2,662.96	693	0.73%	\$ 30,893.78	1.84%
Jerome	1	11.11%	\$ 9,308.09	461	0.26%	\$ 216.37	\$ 5,829.48	0.37%	\$ 3,076.14	5430	118	2947	8495	0.41%	\$ 1,386.74	407	0.43%	\$ 19,512.51	1.14%
Prescott	1	11.11%	\$ 9,308.09	55008	30.82%	\$ 25,817.70	\$ 647,489.02	40.11%	\$ 335,891.47	674287	67111	64051	805459	39.24%	\$ 131,484.28	28205	29.61%	\$ 598,670.96	35.79%
Prescott Valley	1	11.11%	\$ 9,308.09	46878	26.91%	\$ 22,001.93	\$ 1,049,400.99	20.26%	\$ 170,600.99	362685	21649	35499	423933	20.34%	\$ 70,165.55	23640	25.03%	\$ 131,715.55	10.53%
Sedona	1	11.11%	\$ 9,308.09	13609	7.62%	\$ 6,387.31	\$ 37,622.978	20.51%	\$ 175,154.20	241720	19478	51037	312235	15.21%	\$ 50,969.69	12535	13.16%	\$ 28,383.97	17.21%
Total	9	100%	\$ 83,772.81	178489	100.00%	\$ 83,772.81	\$ 6,164,784.78	100.00%	\$ 837,728.09	1691837	148675	212222	2052734	100.00%	\$ 335,091.24	95234	100.00%	\$ 1,675,456.18	100.00%

Exhibit D

TECHNOLOGY SUPPORT SERVICES

The following services are provided in response to the need for the provision of technology support services to MEMBER LIBRARY. The provided services are limited to issues and maintenance for computing and networking equipment owned and operated by MEMBER LIBRARY with DISTRICT acting as support for MEMBER LIBRARY's equipment and procurement of such equipment in accordance with MEMBER LIBRARY's needs.

1. Technology Support Services. The following services are provided by DISTRICT in response to the basic maintenance and support needs of MEMBER LIBRARY:

a. Maintenance and Monitoring. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's servers as follows:

- i. Backup – includes maintaining and monitoring backups based upon the procedures and schedule already in place by DISTRICT.
- ii. Hardware errors – specifically servers procured with the assistance of DISTRICT shall include monitoring and remote support.
- iii. Event log filtering – includes monitoring vendor application issues that might arise and working with the vendor to the best of DISTRICT's ability.
- iv. Antivirus – includes routine monitoring of MEMBER LIBRARY's servers for possible infections.
- v. Routine maintenance of the servers shall include file system space monitoring, file system defragmentation and the application of critical updates.
- vi. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's workstations.
- vii. Antivirus – includes routine monitoring of MEMBER LIBRARY's work stations for possible infections.
- viii. Software updates – Includes providing updates for software installed by DISTRICT. Only software deemed necessary by DISTRICT can be installed on the workstations.

b. Ordering and setup of new equipment as follows:

- i. MEMBER LIBRARY shall obtain written verification from DISTRICT that any hardware or software purchased by MEMBER LIBRARY is compatible with DISTRICT hardware and software prior to acquisition.
- ii. Operating System installation as needed – this includes installing any and all licensed software DISTRICT deems necessary for the provision of services to library users and staff.
- iii. Securing the device with antivirus software.
- iv. Working with software vendors on implementation of new products.

1. DISTRICT shall not be held responsible for defects in any vendor's software.
 2. If desired by MEMBER LIBRARY, DISTRICT shall provide a project plan with expected milestones based upon the availability of DISTRICT resources.
 3. DISTRICT shall not be held responsible for delays created by MEMBER LIBRARY's hardware and software vendors.
- v. Work with MEMBER LIBRARY staff on migrating to any new equipment.
- vi. Provide status reports as requested.
- c. Provide Disaster/Recovery services as needed on servers as follows:
- i. Restoring files that were deleted.
 - ii. Restoring the server to the last full backup.
 - iii. Reloading software and recovering all data available.
 - iv. DISTRICT is not responsible for data lost due to the failures of MEMBER LIBRARY's backup media.
- d. MEMBER LIBRARY shall be responsible for all costs, including, but not limited to, the following:
- i. All hardware costs.
 - ii. All antivirus software costs.
 - iii. Purchasing any and all software licenses.
 - iv. All warranty costs that exceed a manufacturers' warranty.
- e. Domain Name Service as follows:
- i. DISTRICT shall allow MEMBER LIBRARY to use a subdomain name of yavapailibrary.org.
 - ii. MEMBER LIBRARY may use its own domain name hosted on the DNS server of MEMBER LIBRARY's choice.
- f. Web Site Hosting and Support as follows:
- i. If desired by MEMBER LIBRARY, DISTRICT shall maintain the web site and act as a hosting site for MEMBER LIBRARY, including basic design services based on web pages already in production that were developed by DISTRICT.
 - ii. Future changes to the website shall happen at the discretion of DISTRICT.
 - iii. Changes to the website shall be coordinated with DISTRICT and MEMBER LIBRARY designee.
 - iv. MEMBER LIBRARY designee has all necessary authority to request changes to the website.
 - v. MEMBER LIBRARY website shall not exceed 2 GB of disk storage.
 - vi. DISTRICT shall resolve any support issues related to MEMBER

LIBRARY's website.

g. Network maintenance and monitoring as follows:

- i. DISTRICT shall maintain and monitor any and all network equipment that is installed by DISTRICT, including firewalls, routers, modems, or switches that are used to connect MEMBER LIBRARY to the Internet and DISTRICT network.
- ii. DISTRICT shall maintain and monitor any and all filtering and authentication equipment attached to MEMBER LIBRARY's network that is installed by DISTRICT.

2. Requests for Services NOT Covered Under This Agreement. This Agreement does not cover the following requests:

- a. Assistance with application usage when unsupported or nonstandard hardware or software is involved—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
- b. Hardware procurement – DISTRICT is not responsible for procuring workstations, peripherals, and other technology-related hardware. If possible, DISTRICT may assist MEMBER LIBRARY with procurement depending on the procurement policies of Yavapai County. The cost of all hardware is the responsibility of MEMBER LIBRARY.

3. Service Request Process. MEMBER LIBRARY shall create a help desk ticket through help@yln.info or MEMBER LIBRARY may call DISTRICT help desk to communicate its needs with DISTRICT. MEMBER LIBRARY shall include a description of the request and specify its impact on business. DISTRICT shall assess the situation and respond within two (2) hours during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding Yavapai County holidays. DISTRICT shall do its best to respond to each situation in a timely fashion; however, it is not possible to guarantee a resolution to any individual problem in a given time period.

4. Cost of Services as follows:

- a. The level of service shall be decided on an annual basis. MEMBER LIBRARY must decide what tier of service it would like DISTRICT to provide. If MEMBER LIBRARY does not adjust the tier of service in writing prior to March 1, then the tier from the previous year shall be used.
- b. DISTRICT offers four tiers of service and support hours as follows:
 - i. Tier One (12 hrs.) (remote support only): \$600.
 - ii. Tier Two (25 hrs.): \$1,250.
 - iii. Tier Three (50 hrs.): \$2,500.

- iv. Tier Four (100 hrs.): \$5,000.
- c. Unused hours shall roll over to the next year.
- d. Travel time shall count as support hours.
- e. If desired, MEMBER LIBRARY may choose to upgrade to the next tier within a fiscal year after all support hours have been used under the current tier.
- f. Additional hours may be purchased for \$75 per hour.

5. Billing of Services

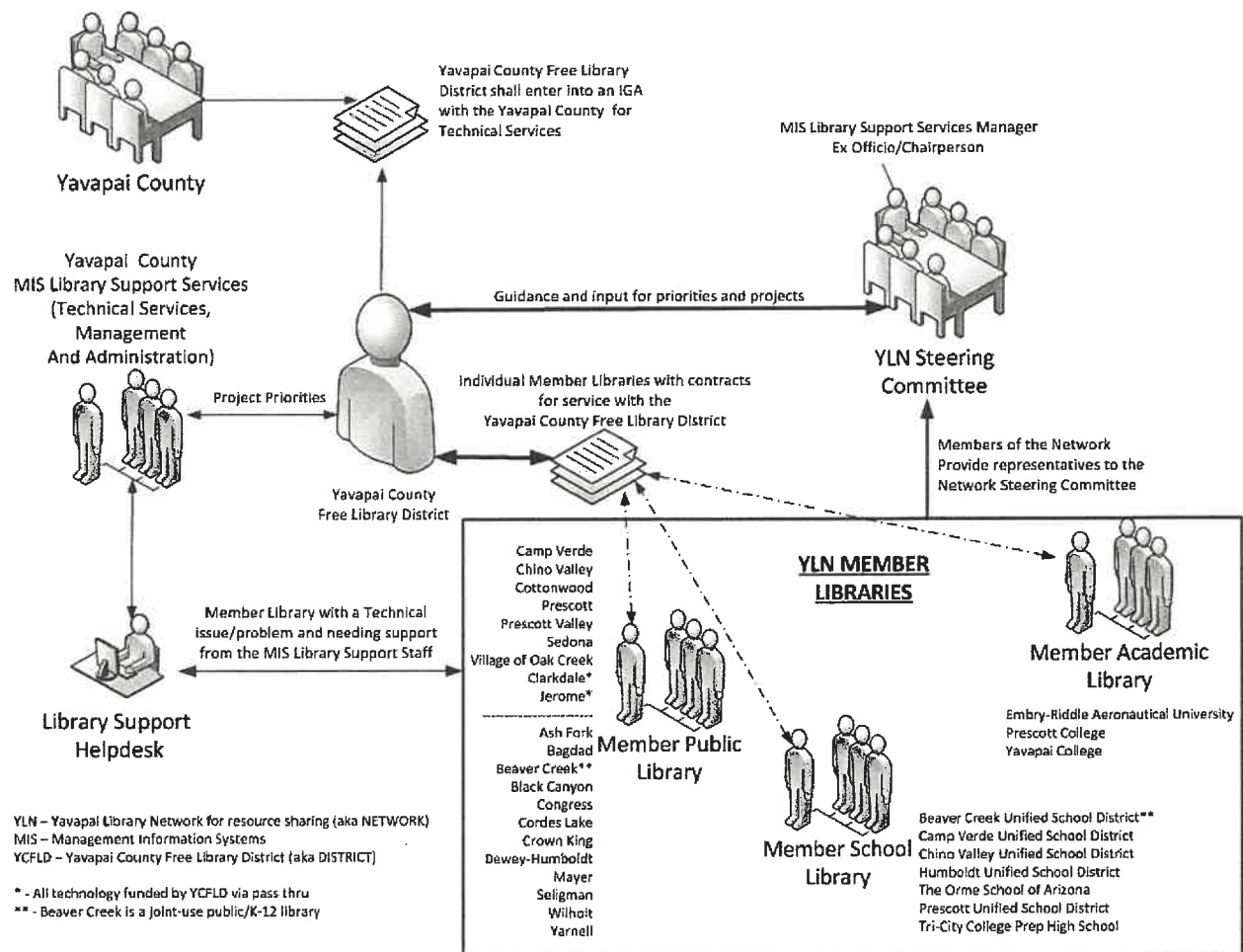
- a. Billing for services shall be invoiced on July 30. Quarterly statements may be sent with remaining balances.
- b. There shall be no funding available for services not provided herein.

Exhibit E

YLN STEERING COMMITTEE

The YLN Steering Committee is a body that serves the needs of MEMBER LIBRARY. It is composed of representatives of all members of the YLN, including, but not limited to, DISTRICT, MEMBER LIBRARY, and other members of the YLN, including Public Libraries, Public and Private Schools, and Colleges and Universities. MEMBER LIBRARY has a single representative seat on the YLN Steering Committee. MEMBER LIBRARY's representative is selected by MEMBER LIBRARY to represent its interests and needs for library services.

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director who has sole authority over recommended spending.



CONSENT

Item 8I.

Job Description Revisions

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Mr. Kort Miner, Executive Director of Operations & Dr. Rob Bueche, Executive Director- Educational Services/Federal Programs	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Revised Job Descriptions- ELA Curriculum Coordinator, Intervention Coordinator, Math Curriculum Coordinator	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

SUPPORTING DATA

Following the action from the August 11, 2020 Governing Board Meeting which approved the reworded job descriptions on the two Executive Director positions, the Executive Director of Educational Services/Federal Programs and the Executive Director of Operations/HR met to review several of the job descriptions and responsibilities of various roles within the Department of Educational Services/Federal Programs. In reviewing the job descriptions, there were a number of duplications and inefficiencies in the wording, responsibilities, skills, and job requirements. Therefore, the proposed action intends to realign and streamline the positions identified.

Key changes to the job descriptions included the title change of the K-8 Curriculum Coordinator to Math Curriculum Coordinator, balancing of the duties for the Curriculum Coordinators to fit more in with the functions of the position, and rewording on the essential responsibilities of all positions that remove any duplicate lines and tasks.

This action is part of a process that is currently being conducted by the Humboldt Unified School District to streamline and provide realignment of job descriptions to create a better fit that supports the students and staff of the Humboldt Unified School District.

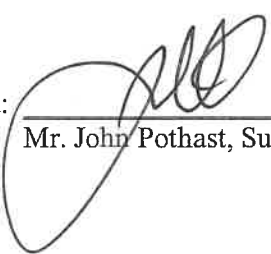
SUMMARY & RECOMMENDATION

It is the recommendation that the Governing Board approve the recommendation to revise the job descriptions for Math Curriculum Coordinator, ELA Curriculum Coordinator, and Intervention Coordinator.

Sample Motion

I move to approve the recommendation to revise the job descriptions for Math Curriculum Coordinator, ELA Curriculum Coordinator, and Intervention Coordinator.

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 at 759-4010 or Kort Miner, Executive Director of Operations at 759-5016

Proposed



JOB DESCRIPTION

JOB TITLE:	ELA Curriculum Coordinator (.5 FTE)
DEPARTMENT:	Educational Services/Federal Programs
REPORTS TO:	Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION:	Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES:	None
APPROVED ON:	XX/XX/XXXX

SUMMARY: In conjunction with the Executive Director of Educational Services/Federal Programs, the ELA Curriculum Coordinator performs a variety of administrative tasks in coordinating the successful, on-going development, and implementation of curriculum in ELA. He/She is responsible for coordinating, planning, developing, assessing, monitoring, and suggesting improvement to the ELA curriculum across the district. The ELA Curriculum Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to the curriculum, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides, facilitates, and plans for district-level ELA curriculum teams in evaluating the effectiveness of instructional methods and programs and helps to develop strategies for implementation and improvement. He/She also ensures consistency and equity of curricular instruction across the district.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Ensures district-level personnel, teachers, and principals are familiar with current research, significant developments, and any changes to state and national changes related to standards and curriculum.
- Designs, oversees, reviews, revises, and evaluates the ELA curricular programs and related documents within the District, including curriculum guides, course outlines, and teaching plans, and develops strategies for implementation and increasing student achievement
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of ELA curriculum
- Maintains a collection of professional and reading/learning materials related to curriculum which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine ELA curriculum and instruction program effectiveness.
- Participates in and offers a variety of district-wide professional development opportunities
- Engages in vertical articulation of K-12 ELA curriculum goals and objectives
- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state, and school-level meetings
- Plans and oversees summer ELA curriculum writing
- Frequently visits each school to observe classroom instruction and to encourage, guide, and support the faculty through modeling, coaching, and mentoring in working toward achieving district ELA learning targets.
- Helps teachers link best practices and materials to standards
- Assists in the program development of the K-6 Gifted and Talented program



JOB DESCRIPTION

KNOWLEDGE, SKILLS & ABILITIES:

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Google Sheets, Docs, Gmail, and Present.

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

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

WORK ENVIRONMENT:

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

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



JOB DESCRIPTION

JOB TITLE: ELA Curriculum Coordinator (.5 FTE)
DEPARTMENT: Curriculum and Instruction — Educational Services/Federal Programs
REPORTS TO: Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION: Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES: None
APPROVED ON: XX/XX/XXXX

SUMMARY:

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

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

ESSENTIAL DUTIES & RESPONSIBILITIES:

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



JOB DESCRIPTION

- Meets regularly with district personnel to monitor and support Designs, oversees, reviews, revises, and evaluates the ELA curricular programs and related documents within the District, including curriculum guides, course outlines, and teaching plans, and develops strategies for implementation and increasing student achievement
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of ELA curriculum implementation
-
- Maintains a collection of professional and reading/learning materials related to ELA curriculum
- curriculum which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine ELA curriculum and instruction program effectiveness for the assigned subject area.
- Provides instructional strategies and various tools to aid the instructional process
- Coordinates and provides a variety of district-wide professional development opportunities in support of English Language Arts curriculum and instruction.
- Participates in and offers a variety of district-wide professional development opportunities
- Engages in vertical articulation of K-12 ELA curriculum goals, objectives, course offerings, and guidelines/objectives
- Assists the selection of appropriate ELA curricular resources, including curriculum: textbooks, teacher guides, on-line resources, and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state, and school-level meetings
- Plans and oversees summer ELA curriculum writing
- Frequently visits each school to observe classroom instruction and to encourage, guide, and support the faculty through modeling, coaching, and principals mentoring in working toward achieving the district/district ELA learning targets in English Language Arts.
- Provides support to teachers in their classrooms through coaching, modeling, and mentoring to facilitate improvement and innovation.
- Helps teachers link best practices and materials to standards
- Develops and models mastery lesson plans
- Works with the individual ELA Curriculum Teams to assist them in the development, implementation, evaluation and curricular revision.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of ELA curriculum and instruction within the district.
- Completes other tasks as assigned by District Administrator.
- Helps teachers link best practices and materials to standards
- Assists in the program development of the K-6 Gifted and Talented program

KNOWLEDGE, SKILLS & ABILITIES:

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



JOB DESCRIPTION

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Microsoft Excel, Word and Outlook, Google Sheets, Docs, Gmail, and Present.

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

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

WORK ENVIRONMENT:

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

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

Proposed



JOB DESCRIPTION

JOB TITLE:	Intervention Coordinator (.5 FTE)
DEPARTMENT:	Educational Services/Federal Programs
REPORTS TO:	Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION:	Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES:	None
APPROVED ON:	XX/XX/XXXX

SUMMARY: In conjunction with the Executive Director of Educational Services/Federal Programs, the Intervention Coordinator performs a variety of administrative tasks in coordinating the successful, on-going development, and implementation of high-quality academic interventions. He/She is responsible for coordinating, planning, developing, assessing, monitoring, and suggesting improvement to the intervention program across the district. The Intervention Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to intervention practices, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides, facilitates, and plans for district-level intervention teams in evaluating the effectiveness of instructional methods and programs and helps to develop strategies for implementation and improvement.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Ensures district-level personnel, teachers, and principals are familiar with current research, significant developments, and any changes to state and national changes related to academic intervention.
- Disseminates information regarding current research and significant developments on the state and national levels concerning student intervention.
- Assists in the evaluation of the intervention programs within the District and develops strategies for implementation and increasing student achievement
- Serves as the facilitator of the district-based Interventions Professional Learning Community within the Educational Services Department.
- Maintains a collection of professional and reading/learning materials related to intervention which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine effective student interventions related to reading and literacy.
- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources, and other instructional materials and equipment
- Frequently visits each school to observe interventions and to encourage, guide, and support the faculty through modeling, coaching, and mentoring in working toward achieving district learning goals.
- Works with the individual Intervention Teams to assist them in the development, implementation, evaluation, and revision of intervention plans.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of student intervention within the district.

KNOWLEDGE, SKILLS & ABILITIES:



JOB DESCRIPTION

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Google Sheets, Docs, Gmail, and Present.

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

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

WORK ENVIRONMENT:

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

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



JOB DESCRIPTION

JOB TITLE: Intervention Coordinator (.5 FTE)
DEPARTMENT: Curriculum and Instruction Educational Services/Federal Programs
REPORTS TO: Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION: Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES: None
APPROVED ON: XX/XX/XXXX

SUMMARY:

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

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

ESSENTIAL DUTIES & RESPONSIBILITIES:

● Work in conjunction with other district departments to facilitate and support intervention development and implementation

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Ensures district-level personnel, teachers, and principals are familiar with current research, significant developments, and any changes to state and national changes related to academic intervention.
- Disseminates information regarding current research and significant developments on the state and national levels concerning student intervention.
- Evaluates Assists in the evaluation of the intervention programs within the District and develops strategies for implementation and increasing student achievement
- Serves as the facilitator of the district-based Interventions Professional Learning Community within the Educational Services Department.
- Meets regularly with district personnel to monitor and support student intervention
- Maintains a collection of professional and reading/learning materials related to intervention



JOB DESCRIPTION

- which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine effective student interventions related to reading and literacy.
- Provides instructional strategies and various tools to aid the instructional process
- Coordinates and provides a variety of district-wide professional development opportunities
- Assists in vertical articulation of K-12 curriculum goals and objectives
- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources, and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state and school level meetings
- Frequently visits each school to observe classroom instruction interventions and to encourage, guide, and support the faculty and principals in working toward achieving the district learning targets in K-8.
- Provides support to teachers in their classrooms through coaching, modeling, and mentoring to facilitate improvement and innovation.
- Helps teachers link best practices and materials to standards
- Develops and models mastery lesson plans through modeling, coaching, and mentoring in working toward achieving district learning goals.
- Works with the individual Intervention Teams to assist them in the development, implementation, evaluation, and revision of PK-8 intervention plans.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of student intervention within the district.

KNOWLEDGE, SKILLS & ABILITIES:

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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



JOB DESCRIPTION

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Microsoft Excel, Word and Outlook Google Sheets, Docs, Gmail, and Present.

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

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

WORK ENVIRONMENT:

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

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

Proposed



JOB DESCRIPTION

JOB TITLE:	Math Curriculum Coordinator
DEPARTMENT:	Educational Services/Federal Programs
REPORTS TO:	Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION:	Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES:	None
APPROVED ON:	X/XX/XXXX

SUMMARY: In conjunction with the Executive Director of Educational Services/Federal Programs, the Math Curriculum Coordinator performs a variety of administrative tasks in coordinating the successful, on-going development and implementation of K-8 curriculum in Math. He/She is responsible for coordinating, planning, developing, assessing, monitoring, and suggesting improvement to the Math curriculum across grades K-8 for the district. The Math Curriculum Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to the curriculum, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides, facilitates, and plans for district-level Math curriculum teams in evaluating the effectiveness of instructional methods and programs and helps to develop strategies for implementation and improvement. He/She also ensures consistency and equity of curricular instruction across the district.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Ensures district-level personnel, teachers, and principals are familiar with current research, significant developments, and any changes to state and national changes related to standards and curriculum.
- Designs, oversees, reviews, revises, and evaluates the Math curricular programs and related documents within the District, including curriculum guides, course outlines, and teaching plans, and develops strategies for implementation and increasing student achievement
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of Math curriculum
- Maintains a collection of professional and reading/learning materials related to curriculum which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine Math curriculum and instruction program effectiveness.
- Coordinates and provides a variety of district-wide professional development opportunities
- Engages in vertical articulation of K-12 Math curriculum goals and objectives
- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state, and school-level meetings
- Plans and oversees summer Math curriculum writing
- Frequently visits each school to observe classroom instruction and to encourage, guide, and support the faculty and site principals through modeling, coaching, and mentoring in working toward achieving the district Math learning targets in K-8.
- Helps teachers link best practices and materials to standards
- Responsible for assisting in the program development of the K-6 Gifted and Talented program

KNOWLEDGE, SKILLS & ABILITIES:



JOB DESCRIPTION

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Google Sheets, Docs, Gmail, and Present.

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

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

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

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



JOB DESCRIPTION

JOB TITLE: K-8 Math Curriculum Coordinator
DEPARTMENT: Curriculum and Instruction — Educational Services/Federal Programs
REPORTS TO: Executive Director of Educational Services/Federal Programs
FLSA STATUS/CLASSIFICATION: Certified (203 Days) – Professional Salary Schedule
SUPERVISORY DUTIES: None
APPROVED ON: 4/12/2016

SUMMARY:

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

The X/XX/XXXX

SUMMARY: In conjunction with the Executive Director of Educational Services/Federal Programs, the Math Curriculum Coordinator performs a variety of administrative tasks in coordinating the successful, on-going development and implementation of K-8 curriculum in Math. He/She is responsible for coordinating, planning, developing and monitoring, assessing, monitoring, and suggesting improvement to the Math curriculum across grades K-8 for the district. The Math Curriculum Coordinator ensures that instruction is aligned with Arizona's adopted standards, interprets changes to the curriculum, and informs teachers, principals, and district personnel of the implications of those changes. He/She guides, facilitates, and plans for district-level eadre Math curriculum teams in evaluating the effectiveness of instructional methods and programs and helps to develop strategies for implementation and improvement. The curriculum coordinator facilitates content meetings and planning sessions. He/She also ensures consistency and equity of curricular instruction across the district.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Work in conjunction with other district departments to facilitate and support curriculum development and implementation
- Ensures district-level personnel, teachers, and principals are familiar with any changes to the Arizona standards.
- Disseminates information regarding current research and, significant developments on the, and any changes to state and national levels concerning changes related to standards and curriculum.
- Evaluates the curricular programs within the District and develops strategies for implementation and increasing student achievement
- Serves as the facilitator of the district based Professional Learning Community within the Educational Services Department.
- Designs and oversees the development of curriculum to support the implementation of the Arizona adopted standards.



JOB DESCRIPTION

- ~~Coordinate the review, development, and revision of all subject area programs and related curriculum documents and materials, including curriculum guides, course outlines, and teaching plans.~~
- ~~Meets regularly with district personnel to monitor and support curriculum implementation~~
- Designs, oversees, reviews, revises, and evaluates the Math curricular programs and related documents within the District, including curriculum guides, course outlines, and teaching plans, and develops strategies for implementation and increasing student achievement
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of Math curriculum
- Maintains a collection of professional and reading/learning materials related to curriculum which reflects current research
- Obtains and uses evaluative findings (including student achievement data) to examine Math curriculum and instruction program effectiveness for the assigned subject area.
- Provides instructional strategies and various tools to aid the instructional process.
- Coordinates and provides a variety of district-wide professional development opportunities
- Engages in vertical articulation of K-12 Math curriculum goals and objectives
- Evaluates the need for and assists with the design of new course offerings and guidelines for content progression K-8
- Assists the selection of appropriate curriculum: textbooks, teacher guides, on-line resources and other instructional materials and equipment
- Participates in regularly scheduled staff, district, regional, state, and school-level meetings
- Plans and oversees summer Math curriculum writing
- Frequently visits each school to observe classroom instruction and to encourage, guide, and support the faculty and principals site principals through modeling, coaching, and mentoring in working toward achieving the district Math learning targets in K-8.
- Provides support to teachers in their classrooms through coaching, modeling, and mentoring to facilitate improvement and innovation.
- Helps teachers link best practices and materials to standards
- Develops and models mastery lesson plans
- Responsible for assisting in the program development of the K-6 Gifted and Talented program
- Works with the individual Curriculum Teams to assist them in the development, implementation, evaluation and revision of PK-8 curriculums.
- Reports regularly to the District Administrator and provides him/her with oral reports and/or written summaries regarding the status of curriculum and instruction within the district.
- Completes other tasks as assigned by District Administrator

~~K-8 Curriculum Coordinator~~ *Disclaimer: The duties and responsibilities identified in this position description are illustrative only and are in no way intended to be a complete list of activities that may be required of an incumbent. The information contained in this job description is for compliance with the American Disabilities Act (ADA) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.*



JOB DESCRIPTION

KNOWLEDGE, SKILLS & ABILITIES:

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

QUALIFICATIONS & REQUIREMENTS:

Education & Experience:

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

Computer Proficiency: Demonstrated general proficiency in computer programs such as Microsoft Excel, Word and Outlook, Google Sheets, Docs, Gmail, and Present.

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

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

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

K-8 Curriculum Coordinator *Disclaimer: The duties and responsibilities identified in this position description are illustrative only and are in no way intended to be a complete list of activities that may be required of an incumbent. The information contained in this job description is for compliance with the American Disabilities Act (ADA) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.*

CONSENT

Item 8J.

Waiver of Conflict
of Interest - YCAO

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 J
FROM:	Rebecca Cooley, Administrative Assistant to the Governing Board	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Waiver of Conflict of Interest regarding an agreement with Yavapai County through Yavapai Community Health Services	Action
		Consent X
<hr/> OBJECTIVE: Board Governance <hr/>		

SUPPORTING DATA

The Yavapai County Attorney's Office (YCAO) provides legal services to Yavapai County departments including the Yavapai County Community Health Services. The YCAO recognizes that Humboldt Unified School District may have independent legal counsel; nonetheless, the YCAO also maintains an attorney-client relationship with the District and may periodically provide legal advice to it pursuant to A.R.S. 11.532. The District's "client" status does not change even if it uses independent legal representation.

The YCAO, like all other attorneys and law offices, is subject to the rules of professional conduct. These rules include directives as to when an attorney may provide legal representation to a client, if at all, when that representation may conflict with the current or prior representation of another client. In some circumstances, a lawyer may proceed with representation if all affected parties provide a written waiver of the conflict of interest after being informed of the consequences of such a waiver.

It is possible that all parties to the following agreement may eventually ask the YCAO for legal services:

- Yavapai County Community Health Services for an agreement which may include a waiver and release and hold harmless agreement, including any additional contracts, intergovernmental agreement, follow-on agreements, or renewals, for installation of a water bottle refilling station or refillable water bottle fountain at Mountain View Elementary School and Coyote Springs Elementary School

SUMMARY & RECOMMENDATION

The District has not requested that the YCAO provide legal services for the referenced matter and generally refers to independent legal counsel.

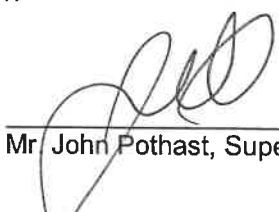
The YCAO requests that the District waive the conflict in the event that we request legal services from the YCAO, thereby enabling the YCAO to provide services to both entities if requested and if such dual representation is appropriate.

It is recommended that the waiver(s) be authorized by the governing board.

Sample Motion

I move to authorize the Waiver(s) of Conflict of Interest regarding the agreement listed above through Yavapai County entered into for fiscal year 2020-21.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Rebecca Cooley, 759-5007

WAIVER OF CONFLICT OF INTEREST

Re: Humboldt Unified School District No. 22 – Waiver of Conflict of Interest regarding an agreement with Yavapai County through Yavapai County Community Health Services for installation of a water bottle refilling station or refillable water bottle fountain at schools in Humboldt Unified School District No. 22.

The Governing Board of Humboldt Unified School District No. 22, having reviewed the conflict of interest letter dated July 30, 2020, from Deputy County Attorney Joy L. Biedermann of the Yavapai County Attorney's Office (the "YCAO"), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County through Yavapai County Community Health Services and Humboldt Unified School District No. 22, both of which are clients of the YCAO.

Therefore, the Governing Board of Humboldt Unified School District No. 22 approves the waiver of the conflict of interest and authorizes the YCAO to proceed with preparation and review of and provide legal services related to the above-referenced matter on behalf of Yavapai County through Yavapai County Community Health Services and Humboldt Unified School District No. 22, if requested and if such dual representation is appropriate. The Governing Board of Humboldt Unified School District No. 22 also authorizes the YCAO to review or draft agreements, including any additional contracts, intergovernmental agreements, waivers and release and hold harmless agreements, follow-on agreements, amendments, renewals, or extensions between Yavapai County through Yavapai County Community Health Services and Humboldt Unified School District No. 22 concerning installation of a water bottle refilling station or refillable water bottle fountain at schools in Humboldt Unified School District No. 22.

Dated this _____ day of _____, 2020.

Humboldt Unified School District No. 22
Governing Board
6411 N. Robert Road
Prescott Valley, AZ 86314

By: _____
Governing Board President

CONSENT

Item 8K.

Antenna Site License Extension

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8K
FROM:	Patrick Keeling, Director of Technology	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Discussion and possible action to approve an Extension to an Antenna Site License	Action
		Consent X
OBJECTIVE:	Operational	

SUPPORTING DATA

In 2010 the Humboldt Unified School District entered into an agreement with the Town of Prescott Valley for the installation of microwave antenna site. The purpose of this site was to act as a component of the wide area network provisioned and operated by Conterra Networks. The purpose of the Conterra network was to provide connectivity for internet, telecom and other network services between all District sites.

During the April 22nd 2020 Governing Board Meeting the Board voted unanimously to award a contract for Wide Area Network Services to Sparklight, replacing the Conterra network.

Due to the time required for Sparklight to install a new all-fiber network for the District, the District deemed it necessary to continue using Conterra as its network provider on a month-to-month basis until the Sparklight network is fully operational. As such Conterra needs to extend the lease for this antenna site to facilitate continued operation of the network.

The District anticipates completely discontinuing use of the Conterra network by the end of calendar year 2020. Conterra has submitted a site license extension for a period of 1 year based on the District's anticipated need for network services.

The site license extension as well as the original site lease document have been reviewed by Legal Counsel. The opinion rendered by Legal Counsel did not identify any concerns with the site license extension document as presented.

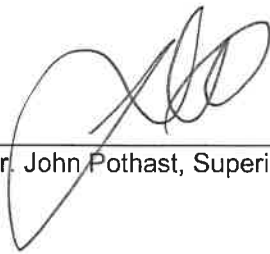
SUMMARY & RECOMMENDATION

It is recommended that the Board approve entering into a one year site license extension to facilitate continued operation of the current Conterra Wide Area Network until the District is able to migrate network services to the Sparklight network.

Sample Motion

I move to approve the District extend the site license for the antenna site located at Quailwood Meadows to facilitate the continued operation of the Conterra Wide Area Network.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

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



Fiber Driven. People Powered.

VIA FEDERAL EXPRESS

Tracking # 770734329283

**EXTENSION OF THE
ANTENNA SITE LICENSE FOR
SITE LOCATION: QUAILWOOD MEADOWS TANK SITE,
PARCEL 402-14-007T, PRESCOTT VALLEY, AZ
BY AND BETWEEN
TOWN OF PRESCOTT VALLEY
AND
HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22**

This EXTENSION OF THE ANTENNA SITE LICENSE (this "*Extension*") is entered into as of this 17th day of June, 2020, by and between the Town of Prescott Valley ("*Lessor*"), and Humboldt Unified School District No. 22 ("*Tenant*" and collectively, with Licensee, the "*Parties*").

The Parties entered an Antenna Site License on February 25, 2010 (the "*Agreement*");

WHEREAS, the Agreement is set to expire on February 29, 2020, but Licensee wishes to extend the term of the Agreement for an additional one (1) year;

NOW THEREFORE, the Parties agree as follows:

1. The term of the Agreement is hereby extended to February 28, 2021, unless otherwise mutually agreed upon in writing by both Parties.
2. This Extension may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A facsimile or pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.
3. Except as expressly provided herein, all terms and conditions of the original Agreement shall remain in effect until February 28, 2021.

[this space intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Extension as of the day and year first written above.

CONTERRA ULTRA BROADBAND, LLC

AnneMarie Miller

Name: AnneMarie Miller

Title: Lease Management Specialist

11062

Name:

Title:

Cc: Town of Prescott Valley
Attn: Town Manager
7501 E Civic Circle
Prescott Valley, AZ 86314

ANTENNA SITE LEASE

THIS ANTENNA SITE LEASE (this "Lease") is dated for reference purposes only this 25th day of February, 2010, by and between the Town of Prescott Valley, a municipal corporation of Arizona ("Lessor"), and Humboldt Unified School District No. 22 of Yavapai County, Arizona, a unified school district and political subdivision of the State of Arizona ("Tenant").

WITNESSETH THAT:

A. Lessor owns certain real property located at Quailwood Meadows Tank Site, Parcel 402-14-007T, Prescott Valley, Yavapai County (the "Property"); and

B. Tenant desires to obtain a lease over a portion of the Property [generally shown on the site plan attached hereto as Exhibit A ("Site")] for the purpose of installing and operating an antenna support structure and appurtenant equipment for wireless services ("Facility") upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto, having exchanged good, valuable and satisfactory consideration, agree as follows:

1. **Lease.** Lessor hereby leases to Tenant for the Term (as defined in Paragraph 2 below) the Site for the use described in Paragraph 3 below. This Lease includes the right to use the areas immediately adjoining the Site for the purpose of access and installing any necessary utilities for Lessor's use of the Site. The Site is situated substantially as shown in Exhibit A attached hereto. In the event that Lessor and Tenant have not agreed on the precise location of the Site as of the date hereof, Lessor and Tenant agree that the precise location (including the access and utilities rights-of-way and easements) shall be located by a survey prepared by a surveyor, at Tenant's expense, and such survey shall then be attached hereto as Exhibit B and shall control in the event of any discrepancy with Exhibit A.

2. **Terms and Commencement.** This Lease shall be for an initial term ("Initial Term") of five (5) years commencing on March 1, 2010 ("Commencement Date"). Tenant shall have the option to extend the Initial Term for one (1) consecutive five (5) year periods (the "Additional Terms") on the same terms and conditions as set forth in this Lease for the Initial Term, except that the rent to be paid during any Additional Term shall be as set forth in Paragraph 6 below. Such option shall be automatically exercised by Tenant unless Tenant gives Lessor notice at least ninety (90) days before the expiration of the then current term of Tenant's desire to terminate this Lease. The Initial Term and the Additional Terms shall be referred to herein as the "Term."

3. **Use.** Tenant may use the Site for the purpose of ("Permitted Use") constructing, installing, operating, maintaining, repairing, replacing, and removing, from time to time, communications antennae with antenna arrays and all necessary appurtenances, support equipment, and such other equipment, cables and conduits as may be appropriate for use of the

Site as a wireless communications facility (collectively, "Equipment") and such utility wires, cables, conduits and pipes over, under, along and through portions of the Property, as may be appropriate for the proper functioning of the Facility and Equipment.

4. Access. Lessor shall grant Tenant access to, from and through the Property to enable Tenant to construct, install, operate, maintain, repair, replace and remove any or all of the Facility or Equipment. Lessor shall use its best efforts to allow for immediate access by Tenant to the Facility in emergency situations.

5. No Lien. Tenant's Facility and Equipment, including, without limitation, the antennae, antenna arrays, communications equipment and support equipment located on the Site, shall at all times be the sole property of Tenant or approved subtenant. Tenant shall keep the Property and the Site free from mechanics' liens arising out of Tenant's construction and Tenant shall comply with all applicable building codes, regulations and ordinances required for Tenant's use of the Site.

6. Rent. Tenant shall pay to Lessor, on the first day of every calendar month during the Term, rent as follows: (a) One Dollar (\$1.00) per year (partial years prorated). During each Additional Term thereafter, rent shall remain the same as during the first Term

7. Indemnity and Insurance. Tenant shall, and each subtenant shall, indemnify and hold Lessor harmless from any claim, demand or cause of action which may arise from Tenant's/subtenant's negligent act or omission or willful misconduct in the construction, use, operation or maintenance of the Facility and/or Equipment and their use of the Site, except for any occurrence attributable, in whole or in part, to Lessor and/or its assigns, other Tenants, their agents, employees, customers, invitees or contractors.

Tenant shall (directly, or through its subtenants), throughout the Term, carry adequate insurance to protect the parties hereto against any and all claims, demands, actions, judgments, costs, expenses and liabilities which may arise out of or result, directly or indirectly, from Tenant's use of the Site, except to the extent such liability shall arise out of or result from the negligence of Lessor and/or its assigns, other Tenants, agents, employees, customers, invitees or contractors. Such insurance policy shall be a combined single limit policy in an amount of not less than \$5,000,000 per occurrence and may be in the form of general coverage or floating policies covering this and other Sites.

8. Lessor's Non-Interference. Except for radio frequency transmitter equipment or barriers or physical conditions which exist as of the date first-above written, Lessor agrees for itself and Lessor's successors and assigns not to construct or permit or otherwise allow to be constructed on the Property, any radio frequency transmitter equipment or other barrier or physical condition that would impede or interfere with the Permitted Use of the Site under this Lease. In addition, Lessor shall not cause or permit any interference with the construction,

installation, maintenance or operation of the Facility, or any interference with the proper and optimum placement and operation of all Equipment and apparatus by Tenant on the Site. In the event any such interference shall occur, Lessor shall, at no cost or expense to Tenant, immediately take or cause to be taken all such actions as are necessary to correct and eliminate such interference.

9. Quiet Enjoyment. Lessor warrants and agrees that Tenant, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Site. If Lessor, at any time during the Term of this Lease, sells, transfers or otherwise conveys all or any part of the Site to any transferee other than Tenant, such transfer shall be under and subject to this Lease and all of Tenant's rights hereunder.

10. Utilities and Taxes. Tenant shall pay all utility service charges to the extent required for its use of the Site. Lessor and Tenant shall reasonably cooperate to provide for a separate metering of such utilities. Any expense associated with providing for such separate metering shall be borne solely by Tenant. Lessor shall pay for all real property taxes and assessments against the Site, except that Tenant shall pay to Lessor any increase in such taxes or assessments based solely on the assessed value of any improvements constructed by Tenant on the Site for operation of the Facility. Tenant shall pay all personal property taxes assessed against the Facility and Equipment.

11. Removal of Property. Tenant shall, within thirty (30) days following the expiration or earlier termination of the Term, remove the Facility and Equipment and restore the Site to its condition at the commencement of the, reasonable wear and tear and damage by casualty excepted.

12. Subleasing. Lessor acknowledges and agrees that Tenant may sublease all or any portion of the Site, Facility or Equipment to one or more wireless service providers licensed by the Federal Communications Commission for a Permitted Use consistent with this Lease. As used in this Lease, the term Tenant shall include all sublessees. All subleases shall contain a provision essentially stating:

"This Lease is a Sublease under and is subordinate to the Antenna Site Lease for the Site dated _____, _____ between Sublessor and the Town of Prescott Valley as Lessor. Sublessee agrees to execute such reasonable subordination Leases and estoppel certificates as Lessor may require from time to time." Lessor, for its part, agrees to enter into a reasonable non-disturbance Lease with any sublessees.

13. Title Matters. Lessor represents and warrants to Tenant that it has full authority to enter into this Lease and that Lessor has fee title to the Property or a leasehold interest in the Property and the Site is not and shall not be subject to any leases, documents, liens, encumbrances or restrictions, nor are there any violations of law, ordinances or regulations, of

which Lessor is aware, which might prevent or negatively impact upon Tenant's proposed use and occupancy of the Site.

14. Maintenance and Repairs. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good condition and repair those improvements made to the Site by Tenant pursuant to this Lease.

15. Assignment. Tenant may not assign this Lease without the prior consent of Lessor except that Tenant may, without the consent of Lessor, assign this Lease: (a) to any corporation or entity which is owned by or closely affiliated with Tenant or to any subsidiary of Tenant or to Tenant's parent; (b) to a corporation or other entity with which Tenant may merge or consolidate; (c) to a purchaser of all or substantially all of the outstanding ownership units or assets of Tenant; (d) to any transferee of Tenant's Federal Communications Commission for Personal Communications Services; or (e) in connection with any Secured Financing as more particularly provided in Paragraph 18 below.

16. Eminent Domain. If during the Term the whole or any part of the Site is taken by eminent domain or condemnation or sold under threat of exercise of said power (all of which are herein called "Condemnation"), Tenant may terminate this Lease upon written notice to Lessor within thirty (30) days after Tenant receives written notice of such Condemnation from Lessor. Further, regardless of whether this Lease is terminated as provided in this Paragraph, Tenant shall, in the event of a Condemnation, be entitled to receive just compensation from the condemning authority or transferee for loss of all or any portion of the Site, this Lease and/or Facility, Use or Equipment, including, without limitation, the value of any personal property and trade fixtures taken, the cost of relocating the Facility or any portion thereof and any loss of business.

17. Default. Tenant shall be in default if it fails to pay Rent within ten (10) days after written notice from Lessor. Either party shall be in default upon their failure to observe or perform any of their respective obligations for thirty (30) days after receipt of written notice (or any such lesser period as may be expressly provided in this Lease) unless the default is of such nature that it cannot be cured within thirty (30) days and the party in default commences a cure within thirty (30) days or such lesser time as expressly provided and works diligently to cure. In the event of such default, the non-defaulting party may thereafter pursue any and all remedies available at law or in equity, including without limitation, the right, but not the obligation, to cure such default and submit a written statement of costs incurred for curing the default to the defaulting party. The defaulting party shall have thirty (30) days following receipt of such a written statement to reimburse the non-defaulting party for costs incurred.

18. Mutual Agreements. Lessor and Tenant agree that: (a) time is of the essence of each and every provision of this Lease; (b) except as otherwise expressly provided in this Lease, whenever the consent or approval of either party hereto is required, that party shall not

unreasonably withhold or delay such consent or approval; (c) this Lease shall be construed and enforced in accordance with the laws of the State of Arizona; (d) each and all of the rights and obligations of the parties under this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; (e) the invalidity of any portion of this shall not affect the remainder of this Lease; (f) in the event that any action shall be instituted by either of the parties hereto or by any Secured Party as described herein below for the enforcement of any rights or remedies in or under this Lease, the prevailing party shall be entitled to recover from the other party all costs incurred by said prevailing party in such action, including, but not limited to, reasonable attorneys' fees; and (g) in the event that any Exhibits referred to in this Lease have not been prepared as of the date hereof, they may be attached after the execution of this Lease.

19. Additional Agreements. From and after the date of this Lease, each of the parties hereto shall promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such instruments or documents, and shall take all actions pursuant to the provisions of this Lease, as may reasonably be requested by any party hereto to carry out the intent or purpose of the provisions of this Lease. This Lease shall include, but not be limited to, Lessor's execution of Leases or grants of easements to any public authority or public utility; subordinations, which include non-disturbance clauses; joining in applications for government permits or approvals which are necessary or appropriate for the Permitted Use of the Site and operation of the Facility and Equipment as provided in this Lease. This Lease shall be construed according to the fair meaning of the language; may be signed in counterparts; and facsimile signatures shall be sufficient unless originals are required by third parties.

20. Security Interest and Assignment. Lessor agrees that, at all times during the Term, Tenant shall have the absolute and unconditional right from time to time to grant to any person or entity (a "Secured Party") a security interest in some or all of the Facility or Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property and/or to assign or pledge this Lease to any person or entity for purposes of financing the Facility or Equipment or for the operation of its business ("Secured Financing"). Lessor hereby waives any and all rights or interest which Lessor may have or acquire to or in the Facility, Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property ("Personal Property") utilized or to be utilized in connection therewith and hereby agrees that same will not constitute realty regardless of the law of fixtures and/or the manner in which same are affixed to or placed on the Site or otherwise. Accordingly, Lessor shall not grant, create or purport to grant or create any security interest whatsoever in the Facility and/or Tenant's Personal Property utilized or to be utilized in connection therewith. Upon the expiration or earlier termination of this Lease, Lessor will give to any Secured Party, of which it has received notice, the right, within sixty (60) days after such event, to enter upon the Site for the purpose of removing any property in which it holds a security interest. Lessor hereby expressly agrees to promptly execute, acknowledge and deliver to Tenant, from time to time, upon request by Tenant, all such instruments and documents as are reasonably requested by Tenant, in order to carry out the intent and purpose of this Paragraph.

21. Notices. Any notice or demand shall be in writing, be deemed given if personally delivered, mailed certified mail, return receipt, or sent by overnight courier to the address and to the attention of the parties' respective designees as stated below. Any change in address or change in the identity of the person to whose attention notices or demands are to be directed shall be communicated as herein provided.

Tenant: Humboldt Unified School District #22
Attn: Superintendent
8766 East Highway 69
Suite 1
Prescott Valley, AZ 96314
Phone: (928) 759-4000
Fax: (928) 759-4022

Lessor: Town of Prescott Valley
Attn: Town Manager
7501 E Civic Circle
Prescott Valley, AZ 86314
Phone: (928) 759-3100
Fax: (928) 759-3125

22. Termination. In addition to any other right or event of termination under this Lease, and except with respect to a termination of this Lease, Tenant may at any time during the Term, terminate this Lease on ninety (90) days prior written notice to Lessor.

23. Entire Agreement. This Lease along with all exhibits and attachments or other documents attached hereto or named herein constitutes the entire and exclusive agreement between Lessor and Tenant relative to the Site. All prior or contemporaneous oral agreements, understandings and discussions relative to the leasing of the Site are merged in or revoked by this Lease. This Lease and such exhibits, attachments and other documents may be altered, amended or revoked only by instrument in writing signed by Lessor and Tenant. Each writing, diagram or plat referred to in this Lease as being attached to this Lease as an exhibit or otherwise designated in this Lease as an exhibit to this Lease, is made a part of this Lease.

24. Hazardous Substances. With prior written notice to Lessor, the Tenant shall have the right, but not the duty, to enter upon the Property and conduct, at Tenant's sole cost and expense and for its sole benefit, a Phase I environmental assessment to determine the presence of hazardous substances within, on, or under the Property. "Hazardous substance" shall mean any material, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor represents, to its best knowledge (without having conducted any independent investigation), that there are not pre-existing conditions involving hazardous substances on or within the Site, and Lessor and Tenant each warrant to the other that they will not generate, store or dispose of any hazardous substance within, on, or under the Property, except in accordance with all local, state and federal regulations governing the proper use, storage and disposal of such substances. Each shall indemnify and defend the other from any losses, claims, damages, penalties and liabilities arising from any breach of this provision, without regard to whether Tenant has exercised its right to conduct an environmental assessment of the Property. This obligation to indemnify and defend shall survive the expiration or earlier termination of this Lease.

25. Authority to Execute . Lessor and Tenant represent and warrant that each person executing this Lease on behalf of Lessor or Tenant is duly authorized to execute and deliver this Lease on behalf of such party.

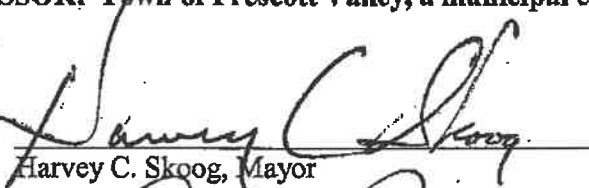
26. Exhibits. Certain attachments may be appended to this Lease and denominated Exhibits. Such attachments, if any, shall constitute a part of the Lease.

27. Conflict-of-Interest. This Lease may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein by any person significantly involved in negotiating this Lease on behalf of the Lessor.

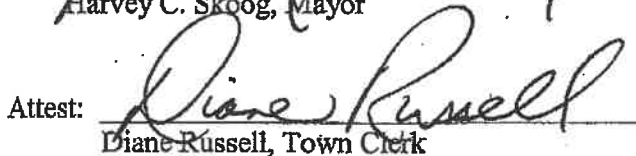
IN WITNESS WHEREOF, each party hereto has executed this Antenna Site Lease, as of the day and year first written above.

LESSOR: Town of Prescott Valley, a municipal corporation of Arizona

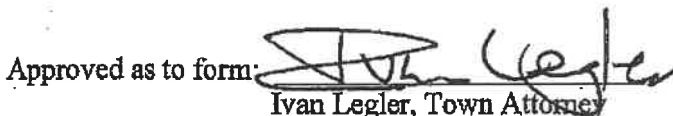
By:


Harvey C. Skoog, Mayor

Attest:


Diane Russell, Town Clerk

Approved as to form:


Ivan Legler, Town Attorney

TENANT: Humboldt Unified School District #22

By:


Henry Schmitt., Superintendent of Education

Attest:

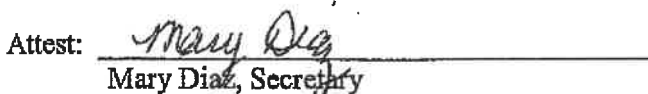
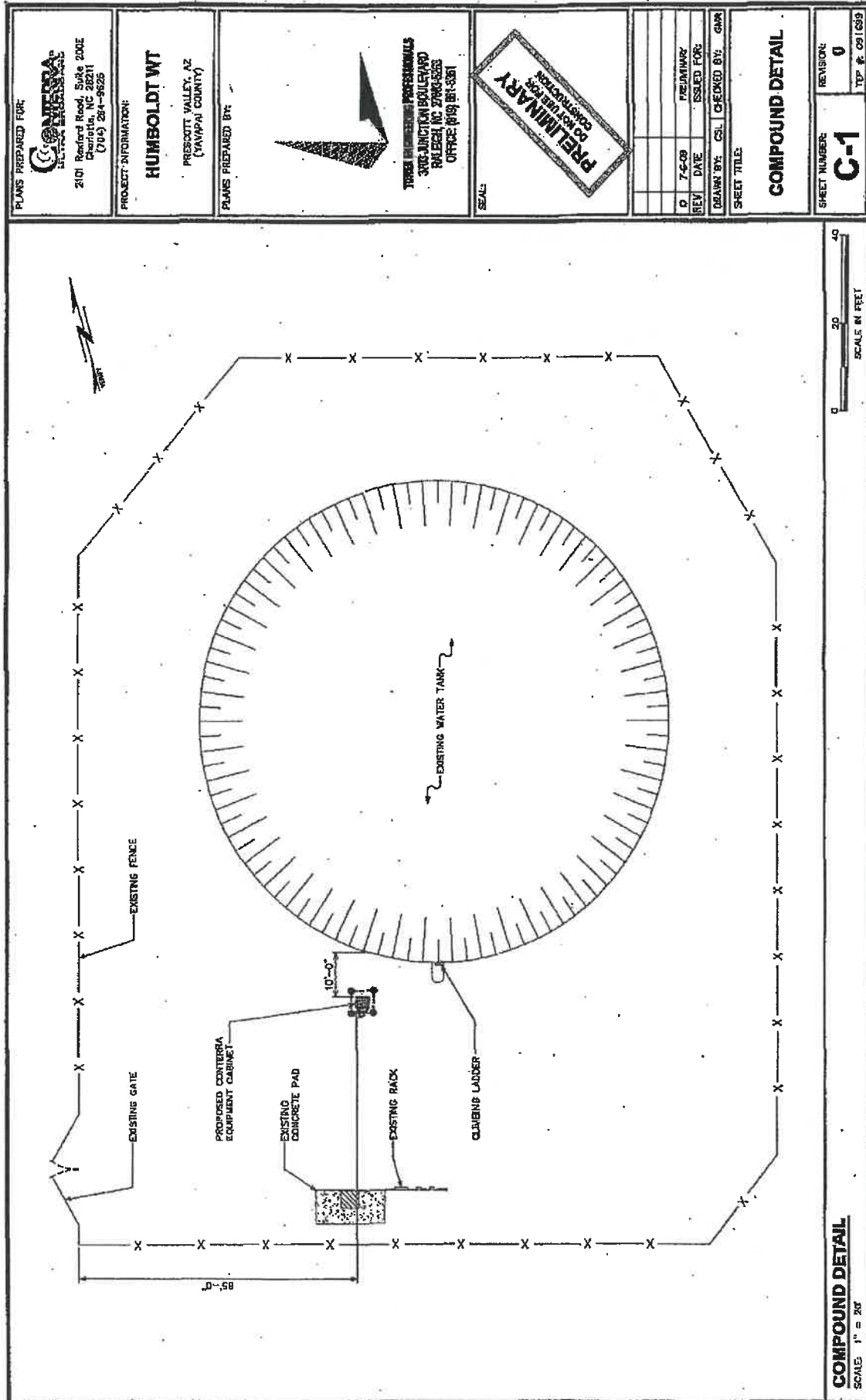

Mary Diaz, Secretary

Exhibit A



PLANS PREPARED FOR:

CONTERRIA
2101 Redford Road, Suite 200E
Charlotte, NC 28211
(704) 284-9525

PROJECT INFORMATION:

HUMBOLDT WT

PRESCOTT VALLEY, AZ
(MARICOPA COUNTY)

PLANS PREPARED BY:

THREE DIMENSIONAL PROJECTS
300 JUNCTION BOULEVARD
RALEIGH, NC 27603-5255
OFFICE (919) 881-3351

SEAL:

PRELIMINARY
DO NOT BUILD
OR CONSTRUCT

DATE: 7-6-09
REV: 0
ISSUED FOR: PRELIMINARY

DRAWN BY: CGL CHECKED BY: GMA

SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER:

C-1

REVISION:

0

TP: # 091699

SCALE IN FEET
0 20 40

COMPOUND DETAIL
SCALE: 1" = 20'

Jeannie Cross

From: Mark Heller
ent: Thursday, October 28, 2010 1:05 PM
o: Jeannie Cross
Subject: FW: Campbell County

Jeannie:

I did some double checking to confirm the 160' rad center for the Gladys's hop on the SBA tower @ Long Mountain.

Mark J. Heller
Sr. V.P. Network Deployment



2101 Rexford Road, Suite 200 East
Charlotte, North Carolina 28211
www.conterra.com

(m) 717.979.6244
(f) 704.936.1801

From: Mark Brooks
ent: Thursday, October 28, 2010 12:52 PM
To: Mark Heller
Subject: Campbell County

Heller,

The engineering shows that our antenna feeding Gladys is at 160',

Mark Brooks
Microwave Engineering Staff



2101 Rexford Road, Suite 200 East
Charlotte, North Carolina 28211
www.conterra.com

(o) 704.936.1739
(c) 803.246.1136
(f) 704.936.1801

CONSENT

Item 8L.

Gifts & Donations

GIFTS & DONATIONS – September 8, 2020

Nehran Andalibi of Prescott, on behalf of Embry-Riddle Aeronautical University
Donated 8 soma cubes, 3 arithmetic basics spinners, 3 hover disks and 6 bolts & nuts
With a donor's value of \$250.00

Dori Buford of Prescott Valley
Donated 1 bag of children's clothing to the Family Resource Center
With a donor's value of \$50.00

Cable One / Sparklight in Prescott
Donated \$1,500.00 to Humboldt Unified School District, to be used where needed most

Damon Cademartori of Prescott Valley
Donated a Baritone to the Liberty Traditional School band
With a donor's value of \$300.00

Community Asset Management LLC DBA Hoamco in Prescott
Donated \$2,000.00 to Bradshaw Mountain Middle School

Firefighter Angel Foundation in Prescott Valley
Donated school supplies and backpacks to HUSD for distribution to all County schools
With a donor's value of \$10,000.00

Bobbi Higgins of Prescott Valley
Donated 5 boxes of clothing, rack & hangers and other misc. items to the Family Resource Center
With a donor's value of \$400.00

Linda & Larry Krietenstein of Prescott
Donated eleven large bags of clothing, with new and used hangers, to the Family Resource Center
With a donor's value of \$5,000.00

Landmark Missionary Baptist Church of Prescott Valley
Donated Backpacks to Bradshaw Mountain High School
With a donor's value of \$350.00

MI Charitable Foundation of Pennsylvania
Donated \$3,200.00 to Bradshaw Mountain Middle School for standing desks for teachers & staff

Prescott Valley United Methodist Church
Donated \$1,125.00 to the Family Resource Center, and
Donated forty-five \$25.00 Target gift cards to Bradshaw Mountain Middle School
For a total value of \$2,250.00

Phyllis Rackley of Prescott Valley
Donated 1 sun shade to Glassford Hill Middle School
With a donor's value of \$39.00

DISCUSSION

Item 9A.

School Report
LTS

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9A
FROM:	Danette Derickson- Liberty Traditional School	Reading
DATE:	9/8/2020	Discussion X
SUBJECT:	Liberty Traditional School VIPs and Update	Action
		Consent

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

LTS VIPs

- ★ Elizabeth Rushton
- ★ Shannon Chaney
- ★ Jenna Jackson

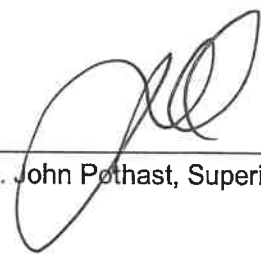
Principal Danette Derickson will give an update of current events at Liberty Traditional School:

- ★ Welcome to LTS
- ★ Teacher Recognition
- ★ 25 Years of Excellence
- ★ Google Classroom update
- ★ Flipped Classroom Model
- ★ Jamboards @ Work
- ★ Google Glitches
- ★ SEL (Social Emotional Learning)
- ★ Student Successes
- ★ PTO and Community Partners
- ★ Brief slideshow of our current school year

SUPPORTING DATA

- ★ Presentation will be pre-recorded and sent to Patrick Keeling
- ★ VIP letters will be sent to Becky Cooley

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Danette Derickson, Liberty Traditional School Principal, (928)759-4500

DISCUSSION

Item 9B.

Policy Update

(First Reading - Policy GCCG)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 98
FROM:	Kort Miner, Executive Director of Operations / HR	Reading X
DATE:	September 8, 2020	Discuss
SUBJECT:	First Read of proposed changes to policy GCCG -PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE	Action Consent
OBJECTIVE:	Goal #4: To Attract and Retain Highly Effective Employees	

SUPPORTING DATA

Changes to Policy GCCG were recently approved by the Governing Board on June 9, 2020. In moving forward with the new policy, it became apparent that more clarification was needed to be able to process requests for donation of sick days and in other areas.

Policy GCCG has been reevaluated due to the change in health benefit providers, the removal of the Sick Bank Policy, the ability of staff to request for days and the ability for staff to donate days.

The policy that was approved in June removed the Sick Bank policy and stated that employees could request to have days donated to them. This revision to the policy clarifies how employees donate and how other employees can donate to them.

SUMMARY & RECOMMENDATION

In surveying Districts of similar size, discussing this program with legal counsel and reviewing it with the HUSD benefits department it is the recommendation that policy GCCG Professional/Support Staff Voluntary Transfer of Accrued Sick Leave be revised. The attached policy revision outlines the district's role in managing the logistics of eligibility and limitations of such a program.

Sample Motion

No motion - First Reading

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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

GCCG

PROFESSIONAL / SUPPORT STAFF

**VOLUNTARY TRANSFER OF ACCRUED SICK
LEAVE**

(Medical Leave Assistance Program)

The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of employees. Employees who have depleted their accrued sick, personal and vacation leave as a result of their serious illness or injury, or that of a family member, may request access to the Medical Leave Assistance Program. by submitting the request form to the Human Resources Department, asking to receive donations of sick leave from other employees so they may receive income during their period of serious illness or injury.

Conditions to Receive or Donate Sick Leave

Any employee ("donating employee") may contribute accrued sick leave to another employee ("recipient employee"), provided all of the following conditions are satisfied:

- The recipient employee must have exhausted sick leave, vacation, and personal days.
- The recipient employee or their immediate family member (spouse, or minor child[ren] residing with the employee) must have a "serious health condition" which is defined as a "non-work-related illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician that is anticipated to last for a continuous period of time of two (2) or more weeks.
- The sick leave cannot be used for non-complicated maternity leave. Ordinarily, childbirth is not considered a serious illness.
- The Medical Leave Assistance Program cannot be used for bereavement leave.
- The recipient employee and the employee's licensed health care practitioner must have a reasonable expectation of return to duty within three (3) months of the application for the Medical Leave Assistance Program benefits.

- The donating employee must have thirty (30) or more days of accumulated leave. For the purpose of this program, a day equals the number of hours scheduled in the normal working day of the recipient employee. Days of leave, not the actual wage of the donor employee, will be donated.

~~The donor employee may donate sick leave only if the donor employee has thirty (30) days or more of accumulated leave and the donor employee may donate no more than five (5) days of sick leave in any contract year.~~

- A donating employee may donate no more than five (5) days of accumulated leave per fiscal year. The Superintendent may increase or decrease annual limit prior to the first day of a new fiscal year. The donation authorization should be made on the District provided form (GCCG-EB).
- Members of the same family employed by the District, may donate additional days of sick leave to a family member employed by the District, as long as the giving party retains a minimum of thirty (30) days of sick leave.
- No employee shall be allowed to make donations to the employee's immediate supervisor or to any official evaluator of the employee. Donations to the employee's immediate supervisor will not be allowed.

Request to Receive Direct Donation of Sick Days:

- The application for Medical Leave Assistance Plan Request form (GCCG-EA) must include medical certification provided by the receiving employee's health provider and the employee's statement (FMLA or LOA).
- The application must state that the employee "waives privacy rights to the information being presented for purposes of screening the request by other employees" and must "permit the use of the applicant's name in the request for direct donations."
- Requests must be submitted to the Human Resource department for processing. If all of the conditions are met, and the written request is complete, the HR department will forward paperwork to the Superintendent for approval.

Approval and Notice Procedure:

- The Superintendent or the Superintendent's designee shall make all appropriate determinations necessary under this policy, including but not limited to the eligibility to donate and the eligibility to receive. The decision of the Superintendent is final.

- Upon determining the eligibility of a requesting employee, the Superintendent or the Superintendent's designee will post an announcement requesting donations of accrued sick leave hours for the sole benefit of the requesting employee by name. The reason for the request will not be made public. An employee who wishes to donate accrued sick leave may do so by completing a Voluntary Donation of Sick Leave form (GCCG-EB). Donated time must reference the Superintendent's specific announcement. Any unused donated time will be returned to the donors in a last in, first returned manner. All donations of leave shall be strictly voluntary and confidential.

General Limitations and Conditions:

- The maximum number of sick days an employee can receive from the donation of sick leave is thirty (30) days.
- Any unused, donated time will be returned to the donors in a last in, first returned manner. All donations of leave shall be strictly voluntary and confidential. All donated leave becomes the permanent property of the receiving employee(s). All unused leave will be retained by that employee and will not be returned or reimbursed to the donor employee.
- This policy does not apply to sick leave requests due to an epidemic, natural disaster, act of war, or terrorism.
- No employee shall be eligible for the Medical Leave Assistance Plan after the employee qualifies for long-term disability coverage that is offered through the Arizona State Retirement System (ASRS).

Adopted: June 23, 2020

LEGAL REF.:
A.G.O.
I91-027



Humboldt Unified School District
6411 N Robert Road
Prescott Valley, AZ 86314
Phone: 928-759-4000 FAX: 928-759-4020
www.humboldtunified.com

GCCG-EA

PROFESSIONAL/SUPPORT STAFF REQUEST for VOLUNTARY TRANSFER of ACCRUED SICK LEAVE

Request for Sick Leave Consideration: Donated Sick Leave

Employee

Name: _____ Date _____

Number of Days Requested: _____. Unused days will be returned to the person(s) donated.
(Not to exceed 30 days in one FY/School Year)

Have you read Policy GCCG? YES / NO Initials: _____

Waiver of Privacy Rights to the information being presented in Exhibits GCCG-EA and GCCG-EB.

By my signature below, I permit Human Resource personnel and the District Superintendent or their designee permission to review the information contained within the Certification of Physician and in the case of request for a Direct Donation of Sick Leave, the release of my name to other district employees via email or other direct forms of communication.

Date _____
Signature of Employee requesting consideration

Date _____
Witness

HUSD - Reinvent, Redesign and Reimagine.



Humboldt Unified School District
6411 N Robert Road
Prescott Valley, AZ 86314
Phone: 928-759-4000 FAX: 928-759-4020
www.humboldtunified.com

GCCG - EB
PROFESSIONAL / SUPPORT STAFF
VOLUNTARY DONATION of ACCRUED SICK TIME

Authorization to DONATE to _____'s Medical Leave Assistance Program.
Donations open from _____ to _____. Will re-open if necessary.

I, _____, hereby voluntarily give my
permission to transfer _____ days (MAX of five (5) days per fiscal year) of my
accrued sick leave to HUSD #22 employee:

_____. I acknowledge that I have thirty (30) or
more days of accumulated sick leave available. I acknowledge that I have read HUSD #22
Governing Board Policy GCCG.

Donor's Signature Date Time _____am/pm

Payroll/District Office Use Only

Number of days transferred to Employee _____

Number of days returned to Donor _____

HUSD - Reinvent, Redesign and Reimagine.

DISCUSSION

Item 9C.

Tax Rates for FY 2020-21

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **9C**
FROM: Roger Studley, Director of Finance Reading
DATE: September 8, 2020 Discuss X
SUBJECT: FY 20-21 Tax Rates Action

OBJECTIVE: Annual Requirement

FY 20-21 TAX RATES:

The Humboldt Unified School District's tax rates for the FY 20-21 year have been calculated and submitted to the Yavapai County Board of Supervisors for adoption.

The rates for the upcoming year are as follows:

	FY 19-20	FY 20-21	Difference
Primary	\$3.9008	\$3.7706	(.1302)
Secondary	<u>\$.8802</u>	<u>\$.8410</u>	<u>(.0392)</u>
	\$4.7810	\$4.6116	(.1694)

The rate of \$4.6116 represents a combined decrease of (.1694) cents over last year.

ELEMENTS AFFECTING THE PRIMARY TAX RATE

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

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

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

Effect of Tax Rates on the Taxpayers:

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

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

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

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

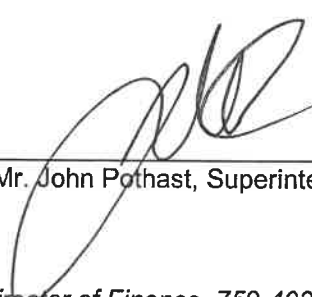
Essentially, there can be a variance between the effects of increase/decrease in tax rates on homeowners in the same taxing jurisdiction.

For FY 19-20 the Humboldt Unified School District's Primary Assessed Valuation increased from \$456,747,006 to \$495,004,659 representing an approximate 9% over last years' values.

SUMMARY & RECOMMENDATION:

None needed – discussion item only.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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

**County School Superintendent
FY 2021 School District Tax Rates and Levies**

School District Name and Number:

Humboldt Unified

CTD Number:

13-02-22-000

Primary Net Assessed Values: \$ 495,004,659

SRP Net Assessed Values: \$ 85,000

Total: \$ 495,089,659

Student Count: **6,360**

Equalization Assistance: \$ **17,830,329**

	PSD-8	9-12	Total	
Qualifying Tax Rate (QTR)	\$ 1.8371	\$ 1.8371	\$ 3.6742	
Equalization Assistance Base	\$ 24,728,271.49	\$ 11,292,641.40	\$ 36,020,912.89	
Equalization Assistance Base Tax Rate	\$ 4.9947	\$ 2.2809	\$ 7.2756	
Lesser of QTR or Equalization Base	\$ 1.8371	\$ 1.8371	\$ 3.6742	QTR Tax Rate: \$ 3.6742
Transportation Revenue Control Limit (TRCL)		\$ 2,788,717.62		
Less Transportation Support Level (TSL)		\$ 2,311,308.92		
Less additional reduction, if applicable		\$ -		
TRCL less TSL (or a lesser amount)		\$ 477,408.70		TRCL/TSL Tax Rate: \$ 0.0964
Dropout Prevention Programs	\$ -			Dropout Prevention Tax Rate: \$ -
Tuition Out Debt Service	\$ -			Tuition Out Debt Service Tax Rate: \$ -
Interest Expenses for Registering Warrants	\$ -			Registering Warrants Tax Rate: \$ -
Tuition Loss	\$ -			Tuition Loss Tax Rate: \$ -
Small School Adjustment	\$ -			Small School Adjustment Tax Rate: \$ -
Liabilities in Excess of School Budget	\$ -			Excess Liabilities Tax Rate: \$ -
Adjacent Ways Levy	\$ -			Adjacent Ways Tax Rate: \$ -
Non-State Aid Districts Tax Judgments	N/A	\$ -		Tax Judgments Tax Rate: \$ -
Non-State Aid / Underestimated ADM	N/A	\$ -		Underestimated ADM Tax Rate: \$ -
Approved Cash Deficit Correction	N/A	\$ -		Cash Deficit Correction Tax Rate: \$ -
Less Impact Aid Transferred to M&O to reduce tax levy	\$ -			Less Impact Aid Tax Rate Reduction: \$ -
GPLET Net Assessed Values	\$ -	NAV + 100 * QTR	\$ -	\$ 3.6742
Less prior year GPLET collections			\$ -	
GPLET Levy			\$ -	GPLET Tax Rate: \$ -
SECONDARY TAX RATES AND LEVIES				
Desegregation	\$ -			Desegregation Tax Rate: \$ -
Maintenance & Operations (M&O) Override	\$ -			M&O Override Tax Rate: \$ -
Unrestricted Capital Outlay Override	\$ -			Capital Outlay Override Tax Rate: \$ -
Total Class A Debt Service Levy	\$ -			Class A Debt Service Tax Rate: \$ -
Total Class B Debt Service Levy	\$ 4,163,827.65			Class B Debt Service Tax Rate: \$ 0.8410
FINAL CLASS A DEBT SERVICE TAX LEVY *	\$ -			FINAL DESEGREGATION LEVY * \$ -
FINAL CLASS B DEBT SERVICE TAX LEVY *	\$ 4,162,989			FINAL M&O OVERRIDE LEVY * \$ -
* Tax levy excludes voluntary contributions in lieu of property taxes.				FINAL CAPITAL OVERRIDE LEVY * \$ -
Preliminary Primary Tax Rate	\$ 3.7706			Additional Tax Rate (\$15-992.B): \$ -
Maximum allowable tax rate per § 42-17151, if applicable	N/A			Additional Tax Levy (\$15-992.B): \$ -
NET ASSESSED VALUES	\$ 495,004,659			
FINAL PRIMARY TAX RATE	\$ 3.7706			FINAL SECONDARY TAX RATE \$ 0.8410
FINAL PRIMARY TAX LEVY *	\$ 18,664,646			FINAL SECONDARY TAX LEVY * \$ 4,162,989
TOTAL PRIMARY AND SECONDARY FY 2019/2020 TAX RATE			\$ 4.6116	
* Tax levy excludes voluntary contributions in lieu of property taxes.				

I accept the FY 2021 tax rates as presented above.

Roger Studley, Chief Financial Officer

Printed Name and Title

Signature

7-28-20
Date

DISCUSSION

Item 9D.

ASBA Policy Advisories

(672-676 – First Reading)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9D
FROM:	John Pothast, Superintendent	Reading X
DATE:	September 8, 2020	Discuss X
SUBJECT:	Policy Review - Policy Advisories 672-676 First Reading	Action
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA:

The advisories that follow recommend policy document revisions based on the Governor's Executive Order (July 23, 2020) and on Arizona law. This set of advisories relate to Section G (Personnel), Section I (Instructional Program), Section J (Students), and Section K (School-Community Relations).

-E = Exhibit / -R = Regulation

Governing Board adoption is not required for exhibits and regulations but they are provided in the packet for informational purposes.

PA 672	GBGB-R	Staff Personal Security and Safety
PA 673	IHA	Basic Instructional Program
PA 674 <u>NEW</u>	JICA-RB	Student Dress
PA 675	KB	Parent Involvement in Education
PA 676 <u>NEW</u>	KI-RB	Visitors to Schools

SUMMARY & RECOMMENDATION:

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

ASBA's Policy Advisory Discussion may be found on the page(s) immediately prior to the documents which are to be considered by the Governing Board for adoption as a policy or the Superintendent for implementation as a regulation or exhibit. HUSD administrative recommendations are also included.

The Second Reading will be included on a future meeting agenda. Upon approval these policies, regulations, and exhibits will become effective immediately and will be added to the current Policy Manual.

Sample Motion: n/a

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner 759-5016 (Section G)
Dr. Rob Bueche 759-4010 (Sections I, J, K)

POLICY SERVICES

ADVISORY

Volume 32, Number 2

July 2020

Policy Advisory No. 672	Regulation GBGB-R — Staff Personal Security and Safety
Policy Advisory No. 673	Policy IHA — Basic Instructional Program
Policy Advisory No. 674 <u>NEW</u>	Regulation JICA-RB — Student Dress
Policy Advisory No. 675	Policy KB — Parent Involvement in Education
Policy Advisory No. 676 <u>NEW</u>	Regulation KI-RB — Visitors to Schools

POLICY ALERTS

Policy GCQE — Retirement of Professional / Support Staff Members

Policy GCQE has been adopted by very few school districts and is, therefore, currently in minimal use. Nevertheless, the policy has a correction due to a misprint as follows:

The second and fourth columns under “Sick Leave Payment upon Retirement” have the heading “Percent of Annual Salary.”

The heading for each column, two and four, should be “Percent of Daily Salary” as “daily rate” is the wording included in the explanatory paragraph immediately preceding the table as follows:

Sick Leave Payment upon Retirement

Upon proper and timely application for the retirement incentive program, the District will pay for accumulated sick leave on a graduated scale up to the maximum accumulated amount indicated by the District. **Certificated employees will be paid based upon a daily rate established for payment of a day-to-day substitute teacher in the District, and support staff members will be paid based upon a daily rate calculated by multiplying the minimum wage times eight (8) hours.** The payment will be made on the following scale:

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

Page 1 of 17

Number of years of service to the School District	Percent of <u>daily</u> salary	Number of years of service to the School District	Percent of <u>daily</u> salary
10	0%	16	30%
11	5%	17	35%
12	10%	18	40%
13	15%	19	45%
14	20%	20 and above	50%
15	25%		

The following policies are discussed in an ALERT format due to actions taken by the 54th Legislature, First Regular Session which convened January 13, 2020 and adjourned sine die on May 26, 2020. The changes/additions to statute do not require policy language changes but are emphasized here for district awareness.

The General Effective Date of these bills, unless passed as emergency legislation, is August 25, 2020.

Policy BEC — Executive Sessions / Open Meetings

Senate Bill 1012 has added language to A.R.S 38-431.03, Executive Sessions, allowing an executive session to include discussion or consideration of matters relating to school safety operations or school safety plans or programs.

Due to the on-going COVID-19 situation, Governing Boards should be aware of the above addition to A.R.S. 38-431.03(A)(8) to enhance flexibility in dealing with issues in a timely manner.

Policy IHAMD— Instruction and Training in Suicide Prevention

Senate Bill 1446 has added A.R.S. 15-160 to read: Student identification cards; suicide prevention; contact information required

a. Beginning July 1, 2021, if a school district governing board or charter school governing body issues identification cards to students in grades nine through twelve, the school district governing board or charter school governing body shall include at least one of the following on each new identification card issued to a student in grade nine through twelve:

1. The telephone number for a national suicide prevention lifeline.
2. The telephone number for a national network of local crisis centers.

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

3. A statement describing how to access a text-based emotional support service.

4. The telephone number for a local suicide prevention hotline.

b. A school district governing board or charter school governing body may include the information described in subsection a of this section on student identification cards by printing the information on, or by affixing a sticker that contains the information to, the identification cards.

Districts or charter schools that issue identification cards to students in grades nine through twelve should take steps to meet this requirement by July 21, 2021.

POLICY ADVISORY DISCUSSION

The following policy advisories are the result of the Governor's Executive Order on July 23, 2020 and the result of actions taken by the 54th Legislature, Second Regular Session which convened in January 13, 2020 and adjourned sine die on May 26, 2020.

The General Effective Date of these bills, unless passed as emergency legislation, is August 25, 2020.

Policy Advisory No. 672

Regulation GBGB-R — Staff Personal Security and Safety

NEW Policy Advisory No. 674

Regulation JICA-RB — Student Dress

NEW Policy Advisory No. 676

Regulation KI-RB — Visitors to Schools

These regulations are updated or created in response to the State of Arizona Executive Order 2020-51, *Arizona: Open for Learning*, see <https://azgovernor.gov/executive-orders>. The Executive Order requires the use of face coverings until the Arizona Department of Health Services (ADHS) determines that face coverings are no longer necessary or recommended to contain the spread of the coronavirus.

Guidance in the regulation also comes from the Centers for Disease Control and Prevention (CDC), see <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>, and ADHS, see <https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#school-resources>.

The new language is identical in each of the three regulations to address that face coverings are to be worn by staff, students, and visitors. Districts should review the recommended guidelines to ensure that the needs of their schools and community are adequately met.

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

Policy Advisory No. 673

Policy IHA — Basic Instructional Program

House Bill 2625 has added A.R.S. 1-319; amended A.R.S. 15-203; and added A.R.S. 15-710.01 relating to civics.

A.R.S. 1-319 specifies that September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day, which is not a legal holiday. If Sandra Day O'Connor Civics Celebration Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday

A.R.S. 15-203 states that the State Board of Education shall, for the purposes of Sandra Day O'Connor Civics Celebration Day instruction under section A.R.S. 15-710.01, develop a list of recommended resources relating to civics education that align with the academic standards prescribed by the State Board Of Education in social studies pursuant to sections 15-701 and 15-701.01. The state board shall establish a process that allows public schools to recommend resources for addition to the list.

A.R.S. 15-710.01 adds that on Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

Policy Advisory No. 675

Policy KB — Parent Involvement in Education

Senate Bill 1061 has added section 15-249 to the statutes, relating to the department of education, which states that the DOE shall establish and post on its website a statutory handbook of parental rights that consists of the text of the following statutes:

1. Title 1, chapter 6.
2. Section 15-102.
3. Section 15-110.
4. Section 15-113.
5. Section 15-117.
6. Section 15-351.
7. Section 15-721.
8. Section 15-722.
9. Section 15-730.

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

Each school district and charter school in this state shall prominently post on a publicly accessible portion of its website a link to the statutory handbook of parental rights.

The appropriate language has been added to Policy KB, Parent Involvement in Education.

=====

If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, General Counsel/Associate Executive Director; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant/Staff Attorney. Our e-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddecabooter@azsba.org]. You may also fax information to (602) 254-1177.

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 672 (Kort Miner)

Regulation GBGB-R – Staff Personal Security and Safety

State of Arizona Executive Order 2020-51 mandated the use of face coverings until the Arizona Department of Health Services determines that face coverings are no longer necessary or recommended to contain the spread of the coronavirus. This action effectively updates the Board Policy to reflect the Executive Order in regards to staff security and safety.

HUSD Summary and Recommendation

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

GBGB-R ©

REGULATION

**STAFF PERSONAL SECURITY
AND SAFETY**

Threats

Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the school principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's office of the threat and together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

Eye Protective Devices

Every student, teacher, and visitor in public schools shall wear appropriate eye protective ware while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities involving exposure to:

- A. Molten metals or other molten materials.
- B. Cutting, shaping, and grinding of materials.
- C. Heat treatment, tempering, or kiln firing of any metal or other materials.
- D. Welding fabrication processes.
- E. Explosive materials.
- F. Caustic solutions.
- G. Radiation materials.

The Board shall equip the schools with eye protective ware.

Schools may receive and expend federal, state, and local monies to provide eye protective devices.

For purposes of this procedure, *eye protective ware* means devices meeting the standards of the U.S.A. Standard Safety Code for head, eye, and respiratory protection, Z21-1959, and subsequent revisions thereof, approved by the United States of America Standards Institute, Inc.

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

Cloth Face Coverings

All persons, including, but not limited to, staff, students, vendors, visitors, and volunteers, shall wear a cloth face covering while on any District property, in any District facility, at any District event, whether indoors or outdoors, and in any District vehicle, including District busses or vehicles rented or leased by the District.

Cloth face coverings should not be worn by:

- A. Children under the age of 2;
- B. Anyone who has trouble breathing;
- C. Anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

The Superintendent may make exceptions to the requirement to wear a cloth face covering while keeping in mind the health and safety of everyone involved.

Cloth face coverings are to fully cover a person's nose and mouth, ideally fitting snugly but comfortably against the sides of the face and under the chin. They are to remain affixed in place without the use of one's hands and are to not have holes. They are to be laundered regularly or disposed of appropriately.

A cloth face covering does not replace the need for frequent handwashing, covering coughs and sneezes, and practicing physical distancing (six feet [6'] away) to the extent possible. Individuals are to be reminded to avoid touching their cloth face covering and to wash their hands frequently. To ensure the proper use of cloth face coverings, staff and students are to be educated on how to wear and care for their cloth face coverings.

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 673 (Dr. Rob Bueche)

Policy IHA – Basic Instructional Program

House Bill 2625 added ARS 1-319 and ARS 15-710.01, as well as updated ARS 15-203. This action relates to civics education in Arizona, as well as a declaration of September 25 as Sandra Day O'Connor Civics Celebration Day. This date would add civics education to the majority of this school day and direct the District to utilize resources designated by the State Board of Education for civics education on the aforementioned date.

HUSD Summary and Recommendation

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

**IHA ©
BASIC INSTRUCTIONAL PROGRAM**

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

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

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

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

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

The instructional program will include planned sequences in:

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

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

- F. Technology skills.
- G. Health and safety education.
- H. Physical education.
- I. Foreign or Native American language.

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

September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day, which is not a legal holiday. On Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

If Sandra Day O'Connor Civics Celebration Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S.15-701 and 15-701.01.

Adopted:

LEGAL REF.:

A.R.S.

1-139

15-203

15-211

15-219

15-341

15-501.01

15-701

15-701.01

15-704

15-710

15-741.01

15-802

A.A.C.

R7-2-301 *et seq.*

CROSS REF.:

IJNDB - Use of Technology Resources in Instruction

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 674 (Dr. Rob Bueche)

Regulation JICA-RB- Student Dress NEW

State of Arizona Executive Order 2020-51 mandated the use of face coverings until the Arizona Department of Health Services determines that face coverings are no longer necessary or recommended to contain the spread of the coronavirus. This action effectively updates the Board Policy and adds the proposed regulation to reflect the Executive Order in regards to student dress.

HUSD Summary and Recommendation

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

JICA-RB ©

REGULATION

STUDENT DRESS

(Cloth Face Coverings)

All persons, including, but not limited to, staff, students, vendors, visitors, and volunteers, shall wear a cloth face covering while on any District property, in any District facility, at any District event, whether indoors or outdoors, and in any District vehicle, including District busses or vehicles rented or leased by the District.

Cloth face coverings should not be worn by:

- A. Children under the age of 2;
- B. Anyone who has trouble breathing;
- C. Anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

The Superintendent may make exceptions to the requirement to wear a cloth face covering while keeping in mind the health and safety of everyone involved.

Cloth face coverings are to fully cover a person's nose and mouth, ideally fitting snugly but comfortably against the sides of the face and under the chin. They are to remain affixed in place without the use of one's hands and are to not have holes. They are to be laundered regularly or disposed of appropriately.

A cloth face covering does not replace the need for frequent handwashing, covering coughs and sneezes, and practicing physical distancing (six feet [6'] away) to the extent possible. Individuals are to be reminded to avoid touching their cloth face covering and to wash their hands frequently. To ensure the proper use of cloth face coverings, staff and students are to be educated on how to wear and care for their cloth face coverings.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 675 (Dr. Rob Bueche)

Policy KB – Parent Involvement in Education

Senate Bill 1061 added section ARS 15-249, which tasks the Arizona Department of Education to develop a handbook of parental rights that includes applicable state and Federal statutes relevant to parental rights in schools. This action effectively declares that the District will comply with the policy by prominently displaying a link to the handbook of parental rights on its website.

HUSD Summary and Recommendation

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

**KB ©
PARENTAL INVOLVEMENT
IN EDUCATION**

The Superintendent, in consultation with parents, teachers, and administrators, shall develop procedures for parental involvement in the school(s). These shall include:

- A. A plan for parent participation in the school designed to improve parent and teacher cooperation in such areas as homework, attendance, and discipline. The plan shall provide for the administration of a parent-teacher satisfaction survey.
- B. A method by which parents may learn about the course of study for their children and review learning materials, including the source of any supplemental educational materials.
- C. A procedure by which parents who object to any learning material or activity on the basis that it is harmful may withdraw their children from the activity or from the class or program in which the material is used and request an alternative assignment. Objection to a learning material or activity on the basis that it is harmful includes objection to a material or activity because it questions beliefs or practices in sex, morality, or religion or, because of sexual content, violent content, or profane or vulgar language.
- D. A procedure by which parents or guardians of students enrolled in the District shall have access in advance to the instructional materials, learning materials and activities currently used by, or being considered for use by, the District.
- E. A procedure by which the District shall obtain signed, written consent from a student's parent or guardian before using video, audio or electronic materials that may be inappropriate for the age of the student.
- F. Procedures to prohibit the School District from providing sex education instruction to a student unless the student's parent provides written permission for the student to participate in the sex education curricula if the School District offers any sex education curricula pursuant to A.R.S. 15-711 on the requirement to include instruction to students in grades seven (7) through twelve (12) on laws relating to sexual conduct with a minor or 15-716 concerning instruction on immune deficiency syndrome, or pursuant to any rules adopted by the State Board of Education.
- G. Procedures by which parents will be notified in advance of and given the opportunity to withdraw their children from any instruction or presentations regarding sexuality in courses other than formal sex education curricula.

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

H. Procedures by which parents may learn about the nature and purpose of clubs and activities that are part of the school curriculum, extracurricular clubs, and activities that have been approved by the school.

I. Procedures by which parents may learn about parental rights and responsibilities under the laws of this state, including the following:

1. The right to opt into a sex education curriculum if one is provided by the District.
2. Open enrollment rights pursuant to A.R.S. 15-816.01, relating to the District policies on open enrollment.
3. The right to opt out of assignments pursuant to A.R.S. 1-601, Parents Bill of Rights. [See Exhibit KB-EB]
4. The right to opt a child out of immunizations as authorized by A.R.S. 15-873, relating to an outbreak of a communicable disease.
5. The promotion requirements prescribed in A.R.S. 15-701 for students in grades one (1) through eight (8).
6. The minimum course of study and competency requirements for graduation from high school prescribed in A.R.S. 15-701.01.
7. The right to opt out of instruction on the acquired immune deficiency syndrome as provided by A.R.S. 15-716.
8. The right to review their child's standardized norm-referenced test results pursuant to A.R.S. 15-743.
9. The right to participate in gifted programs pursuant as prescribed by A.R.S. 15-779.01.
10. The right to access instructional materials as directed by A.R.S. 15-730.
11. The right to receive the school's annual report card pursuant to A.R.S. 15-746.
12. The school attendance and age requirements for children prescribed in A.R.S. 15-802, 15-803 and 15-821.
13. The right to public review of courses of study and textbooks in the common schools (preschool programs through grade eight [8]), as prescribed in A.R.S. 15-721, and in high schools, prescribed in A.R.S. 15-722.
14. The right to be excused from school attendance for religious purposes as described by A.R.S. 15-806.

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

15. Policies related to parental involvement pursuant to A.R.S. 15-102 and set out herein.
16. The right to seek membership on school councils pursuant to A.R.S. 15-351, describing the purpose, duties, and membership of a school council. [Subject to the exemption of certain school districts exempted as described in A.R.S. 15-352.]
17. Information about the student accountability information system (SAIS) as prescribed in section 15-1042.
18. The right to access the failing schools tutoring fund pursuant to A.R.S. 15-241.
19. Access to the Arizona Department of Education (DOE) statutory handbook of parental rights, which is posted on the DOE website and is prominently posted on a publicly accessible portion of the District website with a link to the statutory handbook of parental rights with the title and sections as listed below:
 - a. Title 1, chapter 6.
 - b. Section 15-102.
 - c. Section 15-110.
 - d. Section 15-113.
 - e. Section 15-117.
 - f. Section 15-351.
 - g. Section 15-721.
 - h. Section 15-722.
 - i. Section 15-730.

=====

Optional language: The following outlined items (to next double line) setting out the manner in which parents may be made aware of the District's Parental Involvement Policy are optional in whole or in part as determined by the local Governing Board.

The District plan under this policy may also include:

- A. Making parents aware of this District parental involvement policy, including:
 1. Rights under the Family Educational Rights and Privacy Act (FERPA) of 1974, as revised (20 U.S.C. 1232g) relating to access to children's official records.
 2. The parent's right to inspect the District policies and curriculum.

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

Page 13 of 17

- B. Efforts to encourage the development of parenting skills.
- C. The communication to parents of techniques designed to assist the student's learning experience in the home.
- D. Efforts to encourage access to community and support services for children and families.
- E. The promotion of communication between the school and parents concerning school programs and the academic progress of the parents' children.
- F. Identifying opportunities for parents to participate in and support classroom instruction at the school.
- G. Efforts to support, with appropriate training, parents as shared decision makers and to encourage membership on school councils.
- H. The recognition of the diversity of parents and the development of guidelines that promote widespread parental participation and involvement in the school at various levels.
- I. The development of preparation programs and specialized courses for certificated employees and administrators that promote parental involvement.
- J. The development of strategies and programmatic structures at schools to encourage and enable parents to participate actively in their children's education.
- K. Provide to parents the information in this policy in an electronic form.

=====

Resumés of all current and former instructional personnel shall be maintained and available for inspection by parents and guardians of pupils enrolled. The resumé shall include individual educational and teaching background and experience in a particular academic content subject area.

For the purposes of this policy *parent* means the natural or adoptive parent or legal guardian of a minor child.

When a parent submits a written request for information to the Superintendent or a school principal during regular business hours:

- A. The Superintendent or principal shall:
 - 1. Deliver the requested information to the parent within ten (10) calendar days, or
 - 2. Provide to the parent a written explanation for denial of the requested information.

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

B. If the requested information is denied or is not received by the parent within fifteen (15) calendar days:

1. The parent may submit to the Governing Board a request for the requested information, and
2. The Governing Board shall consider the request at the next scheduled meeting of the Board on which the request can be properly noticed. If the request cannot be properly noticed on the next scheduled meeting agenda, the Governing Board shall formally consider the request at the next subsequent public meeting of the Governing Board.

Adopted:

LEGAL REF.:

A.R.S.

1-601

1-602

15-101

15-102

15-110

15-113

15-117

15-249

15-341

15-351

15-721

15-722

15-730

CROSS REF.:

ABA - Community Involvement in Education

IHBD - Compensatory Education

IJ - Instructional Resources and Materials

IJND - Technology Resources

JHD - Exclusions and Exemptions from School Attendance

KDB - Public's Right to Know/Freedom of Information

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 676 (Dr. Rob Bueche)

Regulation KI-RB – Visitors to schools NEW

State of Arizona Executive Order 2020-51 mandated the use of face coverings until the Arizona Department of Health Services determines that face coverings are no longer necessary or recommended to contain the spread of the coronavirus. This action effectively updates the Board Policy and adds the proposed regulation to reflect the Executive Order in regards to visitors to school.

HUSD Summary and Recommendation

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

KI-RB ©

REGULATION

VISITORS TO SCHOOLS

(Cloth Face Coverings)

All persons, including, but not limited to, staff, students, vendors, visitors, and volunteers, shall wear a cloth face covering while on any District property, in any District facility, at any District event, whether indoors or outdoors, and in any District vehicle, including District busses or vehicles rented or leased by the District.

Cloth face coverings should not be worn by:

- A. Children under the age of 2;
- B. Anyone who has trouble breathing;
- C. Anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

The Superintendent may make exceptions to the requirement to wear a cloth face covering while keeping in mind the health and safety of everyone involved.

Cloth face coverings are to fully cover a person's nose and mouth, ideally fitting snugly but comfortably against the sides of the face and under the chin. They are to remain affixed in place without the use of one's hands and are to not have holes. They are to be laundered regularly or disposed of appropriately.

A cloth face covering does not replace the need for frequent handwashing, covering coughs and sneezes, and practicing physical distancing (six feet [6'] away) to the extent possible. Individuals are to be reminded to avoid touching their cloth face covering and to wash their hands frequently. To ensure the proper use of cloth face coverings, staff and students are to be educated on how to wear and care for their cloth face coverings.

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

JICA-RB ©

REGULATION

STUDENT DRESS

(Cloth Face Coverings)

All persons, including, but not limited to, staff, students, vendors, visitors, and volunteers, shall wear a cloth face covering while on any District property, in any District facility, at any District event, whether indoors or outdoors, and in any District vehicle, including District busses or vehicles rented or leased by the District.

Cloth face coverings should not be worn by:

- D. Children under the age of 2;
- E. Anyone who has trouble breathing;
- F. Anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

The Superintendent may make exceptions to the requirement to wear a cloth face covering while keeping in mind the health and safety of everyone involved.

Cloth face coverings are to fully cover a person's nose and mouth, ideally fitting snugly but comfortably against the sides of the face and under the chin. They are to remain affixed in place without the use of one's hands and are to not have holes. They are to be laundered regularly or disposed of appropriately.

A cloth face covering does not replace the need for frequent handwashing, covering coughs and sneezes, and practicing physical distancing (six feet [6'] away) to the extent possible. Individuals are to be reminded to avoid touching their cloth face covering and to wash their hands frequently. To ensure the proper use of cloth face coverings, staff and students are to be educated on how to wear and care for their cloth face coverings.

*(This page from ASBA is
a duplicate of page 10.)*

DISCUSSION

Item 9E.

Review of HUSD Pandemic Preparedness & Re-Entry Plan

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9 E
FROM:	John Pothast, Superintendent	Reading
DATE:	September 8, 2020	Discuss <input checked="" type="checkbox"/> X
SUBJECT:	Pandemic Preparedness Plan / Re-Entry Roadmap	Action
		Consent
<hr/>		
OBJECTIVE:	Goal #2: Focus on Planning for Future Student Needs	
<hr/>		

SUPPORTING DATA

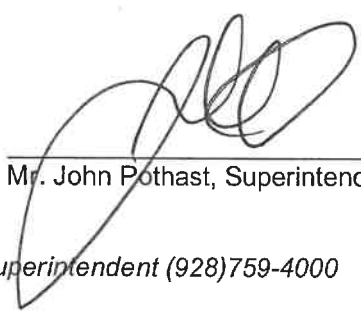
Superintendent Pothast and the Governing Board will discuss the current pandemic and Humboldt Unified School District's plans moving forward.

SUMMARY & RECOMMENDATION

Sample Motion

N/A

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: John Pothast, Superintendent (928)759-4000

ACTION

Item 10A.

Temporary Suspension of Policy BGB

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 A
FROM:	Ryan Gray, Governing Board President	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Temporary suspension of Policy BGB – Policy Adoption	Action X
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA

According to Policy BGB –

The Board shall adhere to the following procedure in considering and adopting policy proposals to ensure that they are fully studied before final action:

- *First meeting – the proposal shall be presented for review*
- *Second meeting – the proposal shall be presented for discussion and action*

Arizona School Boards Association has recommended that the recent Policy Advisory (677-678), received in August 2020, be adopted at a single meeting of the Board as provided in Policy BGB and that the Superintendent approve the changes in regulations to accompany the policies.

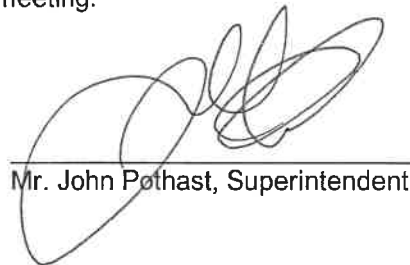
SUMMARY & RECOMMENDATION

It is recommended that Policy BGB – Policy Adoption be temporarily suspended as it refers to the requirement that policies have a First Reading and a Second Reading prior to adoption.

Sample Motion

I move to temporarily suspend the requirement in Policy BGB – Policy Adoption to allow for possible adoption of Policy Advisories 677 and 678 in one meeting.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Ryan Gray, ryan.gray@humboldtunified.com

ACTION

Item 10B.

ASBA Policy Advisories

First Reading and Request for Adoption
PA 677-678

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 106
FROM:	John Pothast, Superintendent	Reading X
DATE:	September 8, 2020	Discuss
SUBJECT:	Policy Review - Policy Advisories 677-678 First Reading and Adoption	Action X
		Consent
OBJECTIVE:	Board Governance	

SUPPORTING DATA:

These policy advisories are the result of the final rule amending Title IX regulations 34 C.F.R. Part 106, released by the United States Department of Education, Office of Civil Rights, on May 6, 2020. The effective date of the final rule is August 14, 2020. This set of advisories relate to Section A (Foundations & Basic Commitments).

-E = Exhibit / -R = Regulation

Governing Board adoption is not required for exhibits and regulations but they are provided in the packet for informational purposes.

PA 677	ACA	Sexual Harassment
	Regulation ACA-R	
PA 678	ACAA <u>NEW</u>	Title IX Sexual Harassment
	Regulation ACAA-R	

SUMMARY & RECOMMENDATION:

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

ASBA's Policy Advisory Discussion may be found on the page(s) immediately prior to the documents which are to be considered by the Governing Board for adoption as a policy or the Superintendent for implementation as a regulation or exhibit. HUSD administrative recommendations are also included.

Arizona School Boards Association (ASBA) has recommended we expedite the approval of these policies, and adopt policies with only one reading. Upon approval these policies and regulations will become effective immediately and will be added to the current Policy Manual.

Sample Motion:

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

Policy ACA	Sexual Harassment
Policy ACAA	Title IX Sexual Harassment

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner 759-5016 (Section A)

POLICY SERVICES

ADVISORY

Volume 32, Number 3

August 2020

Policy Advisory No. 677 Policy ACA — Sexual Harassment
Regulation ACA-R

Policy Advisory No. 678 NEW Policy ACAA — Title IX Sexual Harassment
Regulation ACAA-R

CLARIFICATIONS

Policy Alert – Policy BEC – Executive Sessions / Open Meetings

SB 1012, which was cited in the Policy Alert for Policy BEC in July 2020 with Policy Advisories 672-676, had an emergency clause to go into effect immediately. SB 1042 goes into effect August 25, 2020 and replaces the language added to A.R.S. 38-431.03 by SB 1012. The language in SB 1042 is as follows:

Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and 6 title 39, chapter 1.

There is no change to policy language. Governing Boards should be aware of the addition to A.R.S. 38-431.03, identifying the purposes for which a public body may hold an executive session.

Policy Advisory No. 672 Regulation GBGB-R — Staff Personal Security
and Safety

Policy Advisory No. 674 NEW Regulation JICA-RB — Student Dress

Policy Advisory No. 676 NEW Regulation KI-RB — Visitors to Schools

There have been inquiries regarding the discrepancy between Executive Order 2020-51 and the recommended directives added in the regulations regarding face coverings. The Executive Order requires “face coverings, such as face masks or face shields, for all staff and students over the age of five.” Policy Services includes language calling for cloth face coverings to be worn by all persons age 2 and older. This language was decided upon after careful consideration of the guidelines provided by the Centers for Disease Control and Prevention and in direct consultation with the Arizona Department of Health Services.

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

Page 1 of 20

Breaks from wearing cloth face coverings may be granted when physical distancing of six (6) feet or more can be maintained.

Policy Advisory No. 673 Policy IHA — Basic Instructional Program

The new legal reference under Policy IHA regarding the Sandra Day O'Connor Civics Celebration Day was erroneously listed as 1-139 rather than 1-319. This typo was corrected in the version of the document released via PolicyBridge.

POLICY MANUAL UPDATES

Add cross reference “ACAA — Title IX Sexual Harassment” to Policy AC – Nondiscrimination/Equal Opportunity and Policy JB – Equal Educational Opportunities.

POLICY ADVISORY DISCUSSION

The following policy advisories are the result of the final rule amending Title IX regulations 34 C.F.R. Part 106, released by the United States Department of Education, Office of Civil Rights, on May 6, 2020.

The effective date of the final rule is August 14, 2020. ASBA recommends that boards consider adopting the Policy Advisories at a single meeting as provided in Policy BGB and that superintendents approve the changes in regulations to accompany the policies. Additionally, it is important that districts implement the following as soon as possible:

1. Designate and train a Title IX Coordinator;
2. Train all employees as to the reporting requirement of Title IX Sexual Harassment;
3. Train all personnel involved in ordinary disciplinary processes as to the prohibition of any disciplinary sanction relative to Title IX Sexual Harassment without a “determination of responsibility” following the Title IX Grievance Process.

Policy Advisory No. 677

Policy ACA — Sexual Harassment Regulation — ACA-R

Changes are made in the existing policy and regulation on Sexual Harassment to clarify that sexual harassment in the workplace is being addressed for the purpose of an employee complaint to the Equal Employment Opportunity Commission. Districts should note that the definition and standard of sexual harassment is different under this circumstance than under Title IX.

NEW Policy Advisory No. 678

Policy ACAA — Title IX Sexual Harassment Regulation — ACAA-R

Title IX is a federal civil rights law that was passed as part of the Education Amendments of 1972. It mandates that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

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

Prior to the May 6, 2020 rule, Title IX did not refer to sexual harassment. However, the final rule regulations now define sexual harassment and establish detailed procedures for how school districts, subject to Title IX, must respond to allegations of sexual harassment. The conditions of the final rule are narrow in focus, and ASBA Policy Services recommends that member districts retain current policy documents that are related to nondiscrimination and harassment and add the new policy and regulation, ACAA and ACAA-R (Title IX Sexual Harassment), that are specific to the conditions of the final rule regulations.

The new policy documents are intended to guide districts in the appropriate actions to take per the Title IX regulations in response to any notice of sexual harassment or allegations of sexual harassment and in response to a formal complaint being filed. They also inform districts of documentation requirements included in the Title IX regulations, the need for confidentiality, and the prohibition on retaliation. Districts should review the procedures and specify “reasonably prompt timeframes” where necessary.

As directed in the final rule, each district must publish a notice of nondiscrimination on the district website and in any handbooks provided to students, parents, legal guardians, staff, classroom teacher associations, or other organizations associated with the district. Each district must prominently display the contact information for the Title IX Coordinator in a similar manner, as well as its grievance procedures, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the district will respond.

Title IX training is necessary and should be mandatory for all staff members, especially those who are involved in the response and documentation processes. Specific training components were not provided in the final rule but rather left to districts to implement training in response to the conditions prescribed therein.

Finally, the new rule amending Title IX was challenged in court almost immediately upon its release in May, and legal arguments are still taking place. The Department of Education is in receipt of requests to further clarify the rule and to delay the implementation date. Policy Services will update member districts about any clarifications.

=====

If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, General Counsel/Associate Executive Director; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant/Staff Attorney. Our e-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddcabooter@azsba.org]. You may also fax information to (602) 254-1177.

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

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

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 677 (Kort Miner)

**Policy ACA – Sexual Harassment
Regulation ACA-R**

Clarification to language related to employee complaints to the Equal Employment Opportunity Commission related to sexual harassment policy. The language also includes defining sexual harassment as different than under Title IX, which is in accordance with the regulations set forth by the Equal Employment Opportunity Commission

HUSD Summary and Recommendation

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

ACA ©

SEXUAL HARASSMENT

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

The Equal Employment Opportunity Commission defines “sexual harassment” as Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ~~when made by a member of the school staff to a student or to another staff member, or when made by a student to another student~~ where:

- A. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment ~~or education~~; or
- B. Submission to or rejection of such conduct is used as a basis for employment ~~or education~~ decisions affecting such individual; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's ~~educational or~~ work performance, or creating an intimidating, hostile, or offensive work ~~employment or education~~ environment.

Sexual harassment may include, but is not limited to:

- A. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)

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

Page 4 of 20

C. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; ~~implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.~~

D. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; ~~or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.~~

E. Offering or granting favors or educational or employment benefits, such as ~~grades or~~ promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

~~A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion.~~

All matters involving sexual harassment complaints will remain confidential to the extent possible.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

41-1461 *et seq.*

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF.:

AC - Nondiscrimination/Equal Opportunity

GBA - Equal Employment Opportunity

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

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

~~IHBA - Special Instructional Programs and Accommodations for~~
~~Disabled Students~~

~~JB - Equal Educational Opportunities~~

~~JH - Student Concerns, Complaints and Grievances~~

~~JK - Student Discipline~~

~~JKD - Student Suspension~~

KED - Public Concerns/Complaints about Facilities or Services

KFA - Public Conduct on School Property

ACA-R ©

REGULATION

SEXUAL HARASSMENT

Compliance Officer

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or who has been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the Superintendent. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Board.

Complaint Procedure

The District is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The Superintendent shall investigate, and document complaints filed pursuant to this regulation as soon as reasonable, within the established timelines. In investigating the complaint, the Superintendent will maintain confidentiality to the extent reasonably possible. The Superintendent shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the Superintendent has reason to believe that a violation of policy has occurred, the Superintendent shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S. 15-539 *et seq.*, may be initiated.

If the person alleged to have violated policy is a support staff employee, the Superintendent may follow due process and impose discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, recommend dismissal, or impose other appropriate discipline.

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

~~If the person alleged to have violated policy is a student, the Superintendent may impose discipline in accordance with Policies JK, JKD and JKE.~~

If the Superintendent's investigation reveals no reasonable cause to believe policy has been violated, the Superintendent shall so inform the complaining party in writing.

Timelines

The complaint must be filed within thirty (30) calendar days after the complaining party knew or should have known that there were grounds for a complaint/grievance.

Once the written complaint has been filed using the forms provided by the District, the Superintendent shall require the immediate supervisor or site administrator to investigate and respond in writing to the complaining party within five (5) working days.

If the immediate supervisor or site administrator does not respond, the Superintendent will have ten (10) additional working days to respond in writing to the complaining party.

If the Superintendent does not respond within the established time, then the complaining party may request in writing that the issue be brought before the Board. The Board will then review the record of the investigation and have thirty (30) days to respond to the complaining party in writing.

ASBA POLICY ADVISORY DISCUSSION

Policy Advisory No. 678 (Kort Miner)

**Regulation AACA- Title IX Sexual Harassment NEW
Regulation ACAA-R**

Added regulation related to employee complaints to the Equal Employment Opportunity Commission related to sexual harassment policy. Regulation removes language that references students, as the policy previously adopted did not reference sexual harassment nor a detailed process on how to respond to sexual harassment in the workplace.

HUSD Summary and Recommendation

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

ACAA ©

TITLE IX SEXUAL HARASSMENT

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

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

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has notice of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District shall, to the extent reasonably feasible, keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title IX sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, A.R.S. §13-3620. Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

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

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted:

LEGAL REF.:

A.R.S.

§13-3620

20 U.S.C. 1092

20 U.S.C. 1681, Education Amendments of 1972, Title IX

34 U.S.C. 12291

CROSS REF.:

AC – Nondiscrimination / Equal Opportunity

JB – Equal Educational Opportunities

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

ACAA-R ©

REGULATION

TITLE IX SEXUAL HARASSMENT

Title IX Coordinator

The Superintendent shall appoint an employee as the “Title IX Coordinator.” If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Name/Title: _____
Address: _____
E-mail: _____
Telephone: _____

Response to Sexual Harassment

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to a District’s Title IX Coordinator or to any employee.
- B. An “education program or activity” includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.
- C. A District is “deliberately indifferent” only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

The District’s initial response to any report of sexual harassment must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

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

Even if no formal complaint has been filed, the Title IX Coordinator shall promptly:

- A. Contact the complainant to discuss the availability of supportive measures;
- B. Consider the complainant's wishes with respect to supportive measures;
- C. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- D. Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

- A. Provide written notice to all parties upon receipt of complaint, which must include:
 - 1. Notice of the District’s formal grievance process, including any informal resolution process;
 - 2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
 - 3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

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

4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.
- B. Treat complainants and respondents equitably;
 - C. Require an objective evaluation of all relevant evidence;
 - D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;
 - E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;
 - F. Include reasonably prompt timeframes for the conclusion of the grievance process;
 - G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;
 - H. State that the District uses a preponderance of evidence standard to determine responsibility;
 - I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;
 - J. Describe the range of supportive measures available to complainants and respondents; and
 - K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

- A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- B. The respondent is no longer enrolled or employed by the District; or
- C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

- A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;
- B. Provide an equal opportunity for the parties to present witnesses and evidence;
- C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;
- D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;

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

- E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;
- F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and
- G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-makers(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- A. Identification of the allegations potentially constituting sexual harassment;

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

- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the District's code of conduct to the facts;
- E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and
- F. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter;
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

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

As to all appeals, the District shall:

- A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- E. Issue a written decision describing the result of the appeal and the rational for the result; and
- F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- A. Provides to the parties a written notice disclosing:
 - 1. The allegations;
 - 2. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;
- B. Obtains the parties' voluntary, written consent to the informal resolution process; and
- C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

- A. Each sexual harassment investigation including:
 1. Any determination regarding responsibility;
 2. Any disciplinary sanctions imposed on the respondent; and
 3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- B. Any appeal and the result therefrom;
- C. Any informal resolution and the result therefrom; and
- D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

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

ACTION

Item 10C.

ASBA
Delegates

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	10C
FROM:	Ryan Gray, Governing Board President	Reading	
DATE:	September 8, 2020	Discuss	
SUBJECT:	Selection of official delegate(s) for upcoming ASBA meetings: 2021 Political Agenda Delegate Assembly; Yavapai County Meeting; Annual Business Meeting	Action	X
OBJECTIVE:	Board Governance		

SUPPORTING DATA:

In May 2020 the HUSD Governing Board, along with other Arizona district governing boards, presented their list of important issues to be considered by the ASBA Legislative Committee for their 2021 Political Agenda. The Draft Political Agenda and COVID-19 Appendix as recommended by the Legislative Committee will be considered by the Delegate Assembly on October 17, 2020.

The Delegate Assembly determines the positions of the Arizona School Boards Association and will consider both documents.

Additionally, ASBA has asked that a member of the HUSD Board serve as the voting delegate for the County Director election on October 28, 2020, and the officer vote at the ASBA Annual Business Meeting on December 3, 2020. One person may serve as the delegate for all of these events, or different delegates may be selected.

SUMMARY & RECOMMENDATION:

To ensure an orderly process with which to conduct the meeting of the ASBA Delegate Assembly on Saturday, October 17, 2020, ASBA is requesting the names of the delegate and alternate who will represent our Board at the meeting. The selected delegate will have the opportunity to represent HUSD and our Board's views and concerns. It is requested that a delegate and alternate delegate be selected for the October 28th County Meeting and the December 3rd Business Meeting as well.

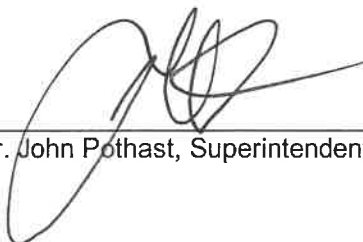
It is recommended that the Board select an HUSD delegate and alternate to vote in all three meetings. The designated delegate(s) should represent the Governing Board's position when voting in each meeting.

Sample Motions:

- *I move to approve the selection of _____ as delegate and _____ as alternate to represent our Board at the **Delegate Assembly on October 17, 2020, and***
- *I move to approve the selection of _____ as delegate and _____ as alternate to represent our Board at the **Yavapai County Meeting on October 28, 2020, and***

- I move to approve the selection of _____ as delegate and _____ as alternate to represent our Board at the **ASBA Business Meeting on December 3, 2020.**

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Ryan Gray, Governing Board President,
ryan.gray@humboldtunified.com

ACTION

Item 10D.

ASBA

Draft Political Agenda & COVID-19 Appendix

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	10 D
FROM:	Ryan Gray, Governing Board President	Reading	
DATE:	September 8, 2020	Discuss	
SUBJECT:	Arizona School Boards Association (ASBA) - 2021 Political Agenda	Action	X

OBJECTIVE: Board Governance

SUPPORTING DATA:

In May 2020 the HUSD Governing Board, along with other Arizona district governing boards, presented their list of important issues to be considered by the ASBA Legislative Committee for their 2021 Political Agenda. The attached Draft Political Agenda and draft COVID-19 Appendix as recommended by the Legislative Committee will be considered by the Delegate Assembly on October 17, 2020.

The Delegate Assembly determines the positions of the Arizona School Boards Association and will consider both documents.

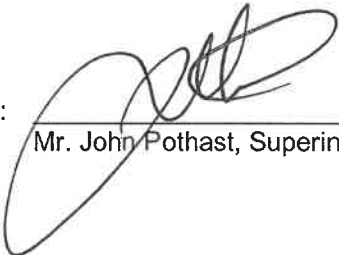
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board discuss and consider action to approve the Arizona School Boards Association's (ASBA) draft 2021 Political Agenda, and direct the District's delegate to the ASBA delegate assembly to represent the Board's views.

Sample Motion:

I move to support the 2021 ASBA Political Agenda as discussed and direct the approved Delegate and Alternate to represent the HUSD Governing Board's views at the Delegate Assembly.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Ryan Gray, Governing Board President,
ryan.gray@humboldtunified.com

ASBA Draft 2021 Political Agenda

I. Adequately and Equitably Fund District Schools to at least the National Median per Pupil Funding

1. Maximize state funding for nationally and locally competitive salaries to attract, recruit, and retain talented teachers and staff, including incentives for difficult to fill positions.

Rationale: This item is of primary concern to ASBA member districts. Despite investments made in the 20x2020 plan, teacher salaries will remain a concern in the near term.

2. Revise the School Finance formula to:

- a. Provide a stable, dedicated revenue source less reliant on the general fund or annual legislative appropriation.
- b. Provide dedicated school capital funding consistent with the constitutional requirement of a general and uniform public school system.
- c. Ensure the formula addresses the unique financial needs of schools serving students in poverty and in rural & remote schools.
- d. Revise the funding formula to add funding for student mental health and well-being initiatives.

Rationale: Given that the Legislature has (until 2018) been remiss in dedicating General Fund dollars to K-12 education, the system would be best served by establishing a revenue source outside the reach of the Legislature to increase /maintain funding. An economically stable revenue source would be less vulnerable to a decline in state revenue collections due to a downturn or tax cuts.

Poverty weights (i.e. a weight per-student where the community served by the district meet established poverty thresholds) have long been recommended as a means to recognize and reduce educational disparities associated with growing up in poverty. A poverty weight speaks to adequacy and would reduce dependence on other funding sources in low Socio-economic Status (SES) districts. Rural and remote school districts also have unique financial challenges to due to economies of scale and geography that require consideration beyond what urban/suburban schools require. Item (D) was added by the Legislative Committee this year to emphasize the importance of school counselors, social workers, mental health professional development for all staff, and other wellbeing programs.

3. Fully fund full-day kindergarten and include kindergarten students in the override calculations.

Rationale: All-day Kindergarten, when funded, should be funded as 1.0 ADM rather than a Group B weight as before. This would allow districts to generate override capacity for 1.0 ADM rather than 0.5 ADM.

4. Advocate to preserve and protect the voters' original intent of Prop 301.

Rationale: Given that the Legislature created a mechanism to continue the 0.6% sales tax beyond its original expiration, the focus should now shift to protecting the voters' intent for Prop. 301 to increase base compensation for teachers, and supplement, not supplant, other state funding for public schools.

5. Index district additional assistance (DAA) funding for inflation

Rationale: District additional assistance is an important source of funding for districts that is now set to be fully restored in FY2022. Therefore, it is not possible to accelerate it any further. Indexing the DAA formula to inflation would allow a fully funded formula to keep pace with growing needs for capital replacement. The charter additional assistance formula is already indexed for inflation.

6. Provide funding for new space before existing schools exceed their maximum capacity and become overcrowded, and provide dedicated and flexible ongoing maintenance funding, including building replacement. Advocate for capacity standards that reflect the design of instructional space.

Rationale: ASBA believes that it is not appropriate to require students to attend an overcrowded school for years before state-funded facilities are provided.

7. Eliminate unfunded mandates and administrative burdens.

Rationale: It is a fundamental position of ASBA to oppose all new, and work to eliminate all existing, unfunded mandates.

8. Return desegregation funding to a primary tax levy.

Rationale: The Legislature moved desegregation levies to the secondary property tax in FY19. This was intended to both save the state money and create political pressure on certain districts due to their high tax levies by raising property liability for homeowners in those districts. The secondary property tax is designated for voter-approved taxes. Desegregation funding is not and should not be a voter-approved tax. It is a tax levied to remedy civil rights complaints, which are not by their nature items for a public vote. Deseg funding should be a primary tax levy.

9. Conduct an exceptional student services cost study to assure students, including in rural or remote areas, are being funded at the actual cost of their services.

Rationale: Special education funding weights have not been updated in many years, and the cost of serving exceptional students far exceeds the amount the state provides. In addition, individual weights for specific diagnoses are not necessarily reasonably aligned to the cost of services for students.

10. Adequately fund the cost of student transportation.

Rationale: In some districts, the transportation budget, including TRCL levy, is greater than the total transportation budget. In others, transportation must be subsidized with other funds. In some districts, state funding does not cover the costs, and in others, they are forced to levy a local tax to make up for inadequate funding elsewhere.

11. Provide funding for preschool programs.

Rationale: Currently, Arizona only provides publicly funded preschool for students with disabilities. All other preschool programs must be tuition-based or grant-funded.

12. Reform current year funding to a system that provides districts with appropriate stable annual budgeting ability and technical reliability.

Rationale: Current year funding does not provide enough predictability for school districts to make efficient budgeting decisions. Without access to timely, reliable data, planning is very difficult. Current year funding hits declining districts especially hard.

13. Prorate funding over the entire school year among all public schools that a student has attended during the year.

Rationale: Prorating funding over the entire 180-day school year (as opposed to the first 100 days) would guarantee a district funding for a student who switches to a new district/charter some funding for that year.

14. Provide funding to individual districts to implement locally directed school safety programs as well as student mental health and wellbeing initiatives.

Rationale: School districts should retain the authority to operate a comprehensive school safety program according to the needs of each individual community. School safety must include a comprehensive approach that addresses mental health.

15. Equitably invest in technology and reliable internet access for all students.

Rationale: While this has been a topic for several years, the COVID-19 pandemic has highlighted the inequitable access to technology that exists statewide. Districts and students must have access to technology that allows for remote instruction when the need arises.

16. Adequately fund programs under exceptional student services.

Rationale: The cost of delivering special education services often outweighs funding available via federal and state sources. Support should be increased.

17. Provide funding for districts to improve student achievement by addressing social-emotional learning needs and create training programs for school staff in cultural proficiency and responsiveness.

Rationale: Cultural proficiency is an essential element to eliminate disparities in the educational status of students of diverse racial, ethnic, and cultural backgrounds. Establishing a culturally proficient foundation requires districts to train employees to enable them to engage effectively and appropriately with all students.

II. Preserve and Strengthen Local Control

1. Ensure local control and flexibility in managing funds and programs when possible, given the Arizona constitutional requirements of a general and uniform public school system.

Rationale: The ability of districts to have flexibility in managing funds is important, but flexibility in the use of certain funds does not relieve the state of its responsibilities to maintain the public schools in the manner prescribed in the Arizona Constitution.

2. Change “override/budget increase” language to better reflect what voters are being asked to support.

Rationale: “Budget override” is an outdated term that tends to lead voters to believe that something is wrong in the district. If transparency is important, the terminology should accurately reflect what is being asked of the voters.

3. Allow school districts greater flexibility in the divestiture or use of taxpayer-funded assets.

Rationale: School district buildings and equipment are the property of the taxpayers in the school district, even if they are built partially with state funds. School boards and the voters they represent should have the final say over when and how school district buildings are used, repurposed, and/or disposed of without burdensome and intrusive state regulation.

4. Oppose legislative intrusion on school site budgeting decisions.

Rationale: This was included to challenge efforts by the Legislature to continue restricting district decision making on how to allocate funding. This item was initially intended to challenge true “backpack funding” that would require funding to follow a student to their specific school site.

5. Maintain exclusive local authority over any measure that would propose to consolidate and/or unify any number of school districts into a larger district.

Rationale: The ultimate approval of any measure that proposes the consolidation and/or unification of school districts must lie with the voters of those school districts or their locally elected boards. The tax and expenditure implications of combining districts are great enough that local residents absolutely deserve the final say, either directly or via their elected representatives on the school board.

6. Support local board authority for student suspensions and open enrollment.

Rationale: School boards should have the final say in determining whether or not a student who has been suspended from another school should be admitted.

7. Support policy that eliminates the use of corporal punishment in Arizona schools.

Rationale: In the few districts where it is still authorized, corporal punishment is rarely if ever used. Staff was not able to determine a recent case of use during research last year. More positive forms of discipline are more effective. Removing its use permanently from statute conforms to current educational best practice.

8. Amend current statute to allow school board members to use the E-Qual system in addition to in-person signatures to appear on the ballot.

Rationale: School board candidates are some of the only candidates not able to use E-Qual to electronically collect signatures to appear on the ballot. Allowing the use of electronic signatures in addition to in-person petitions will bring parity to school board candidates, and is especially crucial during the current pandemic.

III. Improve Outcomes For All Students

1. Increase the compulsory attendance age from 16 to 18 years.

Rationale: Increasing the compulsory age of attendance will increase graduation rate/educational attainment and decrease the number of students who become "opportunity youth" rather than pursuing college or a career.

2. Enact research-based reform of the English Language Learner model of instruction that may include primary language literacy to improve student achievement that does not segregate English Language Learners from English speaking peers; integrates reading, writing and oral language instruction; and incorporates multiple assessment measures to demonstrate English proficiency.

Rationale: The four-hour model of ELL instruction has become a hindrance to the success of ELL students. ASBA advocates allowing flexibility in the four-hour requirement for all students, but especially those who are in their second or subsequent year of ELL instruction. The current

system does not allow for sufficient content delivery and causes students to fall behind academically.

3. Fully restore 9th grade CTE/CTED eligibility and funding to allow students to explore career fields and/or certification completion.

Rationale: Allowing 9th grade students to enroll in CTED courses increases the probability a student will be engaged throughout high school and will complete a CTE certification by the time the student graduates.

4. Allow CTEDs to serve students through age 21 regardless of graduation status.

Rationale: Currently, JTEDs are not able to continue to serve students once they graduate from high school, because the state ceases to provide funding for students who have received a diploma. They must transition to a community college program if one is available.

5. Support policy that recognizes, respects, and promotes teaching as a profession.

Rationale: It is important for the Legislature and the public in general to recognize, as ASBA does, that teaching is a profession that requires a set of standards for qualification. Undermining those standards is harmful to the K-12 system.

6. Defend against efforts to chill the free speech rights of school employees.

Rationale: In the wake of the work stoppage and Red for Ed demonstrations of 2018, it was necessary to affirmatively state that governing boards, not the Legislature, are responsible of the oversight and discipline of employees for violation of district policy regarding conduct in the classroom.

This may become an issue again in 2020 as employees advocate for safe work environments.

7. State standardized testing shall not be used for any purpose other than a year over year measurement of student growth in the tested subject.

Rationale: The insistence on using standardized testing to “grade” schools as a method of encouraging them to improve has not been successful. Testing results and any type of accountability system should be used only to identify potential instructional deficiencies and improve them, without public shaming or financial repercussions.

8. Support policy that protects school district employees and students from discrimination based on sexual orientation and gender identity.

Rationale: As a matter of educational equity and encouraging opportunity for all individuals, ASBA should support efforts to include prohibitions on discrimination on the basis of sexual orientation and gender identity in federal, state, and local educational and employment policies where they do not currently exist.

IV. Require Public Accountability for Taxpayer Dollars Spent on Education

1. Establish financial and academic transparency for all institutions and individuals that accept public funds.

Rationale: ASBA believes that all public funds, including those that go to charter schools and private schools through ESAs/vouchers, should be accounted for in the same manner, and if the public policy of Arizona is to make assessment results available for all public education programs, the public has a right to the same information on all the education programs it is funding.

2. Repeal any program that gives public funds for private schools, vouchers (Empowerment Scholarship Accounts) and private school subsidies (Student Tuition Organizations) and prevent any future expansion.

Rationale: ASBA does not support public funding of private schools.

3. Require comparative classroom spending audits for school districts and all other institutions that accept public funds and define “classroom spending” as both instructional spending and student support spending.

Rationale: The auditor general’s current classroom spending report is applied only to school districts, so the public has no similar window into the spending patterns of charter schools. Further, the definition of “classroom spending” is too narrow and does not encompass all that is essential to helping students succeed.

4. Enforce financial requirements and seek recovery of improperly received and/or expended public funds by charter and private schools and organizations.

Rationale: School districts face strict accountability standards and repercussions for misusing public funds. Charter schools and private schools accepting public money, whether directly or indirectly, should be bound by similar standards to ensure funds are used for their intended purpose.

V. COVID-19 Response

1. Hold school districts harmless for significant enrollment losses for school year 2020-2021.

Rationale: Fluctuating and declining enrollments are likely to occur this school year as parents make decisions whether to send their children to school based on rapidly evolving local infection rates. Ensuring districts have budgetary stability will allow administrators to focus on creating the best school environment possible.

2. Provide flexibility in seat time and attendance requirements for school districts for the 2020-2021 school year.

Rationale: Given the use of online and hybrid learning models being used this school year, flexibility in seat time requirements may be necessary to ensure school districts aren't punished financially for adhering to public health guidelines by keeping students at home.

3. Suspend state standardized testing requirements for school year 2020-2021.

Rationale: Given the high stakes of our standardized tests, suspending state standardized testing requirements for this school year will allow instructors to focus on adapting to distance learning with engaging curriculum, not standardized test preparation.

4. Enact a moratorium on school letter grades for school year 2020-2021.

Rationale: Given that school letter grades are largely based on standardized test performance, and the added pressure of Results-Based Funding, schools should not be punished with a bad letter grade given the equity issues and challenges associated with distance learning.

5. Provide districts flexibility in teacher evaluation requirements and procedures.

Rationale: Procedures for teacher evaluations are strictly laid out in state statute, but flexibility around notification and evaluation dates may be necessary to ensure both administrators and teachers have adequate time and are fairly represented in the process.

6. Regulatory relief in the event the pandemic continues to (or does so at a future date) interrupt the academic year.

Rationale: Many federal and state regulatory requirements have been difficult or impossible to comply with during the pandemic. Waiving any such issues that arise will help school leaders focus on delivering educational services, rather than working around government regulations.

7. A state-funded program designed to bulk purchase sanitation supplies (i.e. PPE, cleaning supplies, etc.) for distribution to school districts & schools.

Rationale: Shortages and price gouging of sanitation supplies has been a nationwide problem during this pandemic. School districts need guaranteed access to affordable supplies that will keep schools open safely.

8. Funding for increased expenses incurred due to COVID-19, including costs to meet the social/emotional needs of students.

Rationale: The social and emotional impact of the pandemic has hurt students, particularly those who rely on the safety and stability of the school environment to succeed.

9. Technology modernization and accessibility to ensure students have the technology and equipment to use during times like these with the current COVID-19 pandemic.

Rationale: Lack of modern technology at home has highlighted an equity gap among our students during the pandemic. Schools need resources to ensure every student and staff member has a quality device to stay connected with their schools from home.

10. Unless a public emergency is declared, maintain the right of school districts to close for safety concerns related to COVID-19 outbreak in the community.

Rationale: School districts should maintain flexibility to adapt to the public health circumstances in their community to safely serve students in the most effective manner.

11. Protect public schools from liability if a community member contracts COVID-19 while engaged in school-sponsored activities.

Rationale: While it's difficult to prove with certainty where and how a person contracts COVID-19, ensuring school districts don't have liability concerns will allow them to remain open to the community to the fullest extent possible given the circumstances.

ACTION
Item 10E.

Agreement
BSN

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10E
FROM:	Kort Miner, Executive Director	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	BSN Agreement	Action X
		Consent

OBJECTIVE: Goal #2: To Focus on Planning for Future Student Needs
Goal #3: To Increase Parental and Community Engagement

SUPPORTING DATA:

The BSN Sports Reward Program is a program that supports high school athletic programs by providing website support and athletic apparel for coaches, players, parents and community members through the "Sideline Store" that in return supports the athletic department. With this agreement we get lower prices on equipment and uniforms. It enhances school branding and increases the sense of pride in the community.

The length of the agreement is from September 8, 2020 to September 8, 2024.

SUMMARY & RECOMMENDATION

BSN Sports Reward Program will provide support to the BMHS athletic department and enhance our opportunities to provide apparel, uniforms and miscellaneous athletic items to our coaches, players, community and families.

Sample Motion:

I move to approve the four-year contract with BSN's Sports Reward Program.

Approved for transmittal to the Governing Board:


Mr. John Pothast, Superintendent

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



BSN SPORTS REWARDS PROGRAM
FOR
BRADSHAW MOUNTAIN HIGH SCHOOL

BSN SPORTS is pleased to offer **BRADSHAW MOUNTAIN HIGH SCHOOL** ("Customer") the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- | | |
|---------------------------------------|-----------------------|
| • Nike Team Apparel/Stock Uniforms | 40% off Retail Price |
| • Nike Footwear | 30% off Retail Price |
| • BSN SPORTS Products | 15% off Catalog Price |
| • BSN SPORTS Catalog Branded Products | 5% off Catalog Price |

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN SPORTS from a manufacturer such as Wilson, Spalding, Rawlings, etc.

All Custom Uniforms and additional Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

Decoration charges are not included in the above discounts.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products will be priced at 20-25% off Catalog/Retail Price. My Team Shop sales will be included in the Spending Level Totals.

Shipping: Customer will pay freight charges on all orders.

Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances. Product Rebates are available after the requirements below are met.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing).

Annual Spending Level \$100,000+	Annual Rebate Amount: 10% of annual spend in Nike or other branded apparel or BSN SPORTS equipment at catalog price.
\$75,000 - \$99,999	Annual Rebate Amount: 8% of annual spend in Nike or other branded apparel or BSN SPORTS equipment at catalog price.
\$50,000 - \$74,999	Annual Rebate Amount: 6% of annual spend in Nike or other branded apparel or BSN SPORTS equipment at catalog price.
\$25,000-\$49,999	Annual Rebate Amount: 4% of annual spend in Nike or other branded Apparel or BSN SPORTS equipment at catalog price.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded.

Any decoration or customization to rebate product is paid for by the Customer.

Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN SPORTS will be eligible for the Product Rebate.

All of Customer's accounts payable owing to BSN SPORTS must be paid within the payment terms provided by BSN SPORTS to receive Product Rebate.

Additional Benefits (excluded from Product Rebate):

Nike/BSN will provide \$12,000 in FREE Stock Nike product based on retail price.

Bradshaw Mountain High School will receive Nike stock product when purchasing two sets of uniforms. Use half the amount shown when ordering one set of uniforms. The following amounts apply: Boy's Cross Country \$1,000, Girls Cross Country \$1,000, Girl's Volleyball \$1,500, Boy's Basketball \$1,500, Girl's Basketball \$1,500, Girls Soccer \$1,500, Boy's Soccer \$1,500, Girls Track and Field \$1,000, Boy's Track and Field \$1,000, Baseball \$1,500 and Softball \$1,500.

Facility Branding Enhancer:

Facility Branding Enhancer will provide a variety of items to prominently display your brand around campus. You will receive the Launch Media Package (value \$5,000) with your school branding to increase the sense of pride and community in your facility. BSN SPORTS and its affiliated companies reserve the right to use branding elements, facility branding mock-ups and customer/installer photography for use in educational or promotional material in print, multimedia or web form.

FOOTBA
BASKE (B
VOLLEYBA
SOCCE
BASEBA
LACROS
TENN
SOFTBA
UNIFORM
TRACK&FIE
STRENGT
FITNES
WRESTLI
SPORTS M
SPEE
AGILIT
SCOREBOAR
BENCHES&BLEACH
COACHING
AQUATIC



BSN SPORTS™

- (1) 10x8 Deluxe Media Backdrop stretch pillow design printed on front and back
- (1) 8' Table Cloth
- (7) 30"x60" Single Avenue W/ Deluxe Hardware
- (3) 5'x6' Spirit Flag w/ Pole

SIDELINE STORE

The Sideline Store program was created to give every school the opportunity to connect and share with fans, and to provide a no-risk source of funding for their athletic departments, clubs, and other programs. This 24/7 custom purchasing platform was built to give fans the ability to purchase customized, branded, print-on-demand apparel and accessories, while reducing the overhead required for a traditional e-commerce store for high schools, colleges, clubs and other organizations. The school will be receiving 10% on all sales purchased through the sideline store.

Term: The initial term of this BSN Rewards Program shall be for four (4) years (the "Initial Term") commencing on August 1st, 2020. The BSN Rewards Program is effective once signed by an authorized officer of both parties and ending on the June 30, 2024. At the expiration of the Initial Term, this BSN Rewards Program will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year
Acknowledged and Agreed to:

Either party may terminate the agreement with a written 30 day notice if there is reasonable determination that a material breach has occurred or if there are irreconcilable conditions or events.

Bradshaw Mountain High School

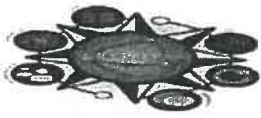
BSN SPORTS

Ath. Director or Authorized
Representative

Date

Regional Sales Manager

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

Fwd: BSN Team Shop Contract Review

9 messages

Kort Miner <kort.miner@humboldtunified.com>

Wed, May 13, 2020 at 3:28 PM

To: Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

Clairinda,

Here is the response form the Trust on the BSN contract. Take a look at it and let me know what you think. It looks like one of the main issues is the contract length - they do not like 5 years. I believe I told you we had the same issue with Coke. For whatever reason, the Trust does not like 5 year deals, they prefer three year deals. Look it over and share it with BSN and see if they can accommodate any of our requests.

Kort

----- Forwarded message -----

From: **Cole Young** <cole.young@humboldtunified.com>

Date: Wed, May 13, 2020 at 3:13 PM

Subject: Fwd: BSN Team Shop Contract Review

To: Kort Miner <kort.miner@humboldtunified.com>

Cole Young, M.Ed

Assistant Superintendent

Humboldt Unified School District

6411 N. Robert Road

Prescott Valley, Arizona 86314

928-759-5016

----- Forwarded message -----

From: **C. Benson Hufford** <cbh@h2m2law.com>

Date: Tue, May 12, 2020 at 11:20 AM

Subject: RE: BSN Team Shop Contract Review

To: Cole Young <cole.young@humboldtunified.com>

Cc: Cassandra Parmely <kassandra@h2m2law.com>

Cole:

I have the following comments about the proposed BSN Team Shop contract with Bradshaw Mountain High School.

1. As you know, Bradshaw Mountain High School Does not have the legal authority to contract on its on behalf. Only the Humboldt District through its Governing Board has the power to enter into contracts.
2. The "Sideline Store" mentioned in the contract is essentially a licensing agreement by which the District grants the rights to BSN to market goods with the Highschool logo and other identifying characteristics to third parties. Although it is not an exclusive agreement. The District could be giving up control of when , where and how products bearing its brand are sold and distributed.
3. The term of the agreement is for five years. It does not contain a clause that would allow the District to terminate it before the end of the term.
4. The agreement creates an incentive for the District purchase large quantities of equipment by giving larger discounts based on the amount of purchase. This approach may encourage the purchase of more

5. I do not have an opinion about the reasonableness of the other terms of the proposed contract. I also have no comment on the wisdom of tying the District into a relationship with one vendor for the period of five years.
6. Finally, I do not know what purchasing policies the District is required to follow in buying athletic equipment and how the proposed agreement would affect those policies.

Ben Hufford.

Ben,

Cole Young, M.Ed

928-759-5016

345



**Bradshaw Mountain
High School**

Tue, May 19, 2020 at 1:06 PM

Clairinda Weatherwax, CAA

Bradshaw Mountain High School
Assistant Principal Operations/Athletic Director
Twitter: @ActivitiesBMHS
928-759-4126 work
620-629-3469 cell



Tue, May 19, 2020 at 2:51 PM

Thanks,

Todd Ludwig
Regional Sales Manager – Arizona
tludwig@bsnsports.com
480-819-1819

BSN SPORTS

A Varsity SPORT Brand

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

1. The "Sideline Store" mentioned in the contract is essentially a licensing agreement by which the District grants the rights to BSN to market goods with the Highschool logo and other identifying characteristics to third parties. Although it is not an exclusive agreement. The District could be giving up control of when, where and how products bearing its brand are sold and distributed. We can remove the sideline store from the agreement however it is a great resource for the community to order things from that are Bradshaw Mountain related. It is 24/7/365 – AD/District can have control on what is on the store and what logos are used. The store is open to the public for anyone to purchase but these are all pre approved by the school during site set up.
2. The term of the agreement is for five years. It does not contain a clause that would allow the District to terminate it before the end of the term. We can modify to (4) years and we can include language that allows for termination of the agreement if BSN is not providing satisfactory product or service.
3. The agreement creates an incentive for the District purchase large quantities of equipment by giving larger discounts based on the amount of purchase. This approach may encourage the purchase of more merchandise than the District needs. The spirit of this agreement is to save the school, district and families money and to streamline the ordering process for the school and community while providing a rebate based off sales made. It is our job to make the process easy...This program is not meant to encourage more spending. The idea is to continue same spending habits but with one company and to be incentivized on those purchases.
4. I do not have an opinion about the reasonableness of the other terms of the proposed contract. I also have no comment on the wisdom of tying the District into a relationship with one vendor for the period of five years.
5. Finally, I do not know what purchasing policies the District is required to follow in buying athletic equipment and how the proposed agreement would affect those policies. BSN Sports is on several different contract but most notably is the AZ State Contract which typically allows the school to purchase freely without restriction

[Quoted text hidden]

Tue, May 19, 2020 at 11:09 PM

[Quoted text hidden]

Wed, May 20, 2020 at 7:50 AM

[Quoted text hidden]

Wed, May 20, 2020 at 8:15 AM

From: **Todd Ludwig** <tludwig@bsnsports.com>

[Quoted text hidden]

Fri, Jul 17, 2020 at 9:59 AM

https://mail.google.com/mail/u/0/?ikd=22d19ae1e&view=pt8cccrhsall9ccmthidwthead_50/2A4C0004C0050050073000...

Humboldt Unified School District Mail - Fwd: BSN Team Shop Contract Review

[Quoted text hidden]

Fri, Jul 24, 2020 at 1:18 PM

Clairinda -

See attached, updated agreement.

Here is what was changed.

Changed from (5) year to (4) year....

Added language that includes termination clause

CHANGED REWARDS REBATE from 3/4/5/6 to 4/6/8/10 – to sweeten the pot!

Hope we can get this across the finish line next week!!

[Quoted text hidden]

Bradshaw Mountain All School Agreement 7.24.20.docx

131K



Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

help

Brendon Ulatowski <bulatowski@universalathletic.com>

Tue, Jul 21, 2020 at 9:49 AM

To: Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

No problem, here you go:

Pricing through Mohave is nice because all pricing has already been procured by Mohave Cooperative and no official contract needs to be signed. All PO's are sent to Mohave where they ensure pricing is correct and they send back an approved purchase order. I have attached some of the discounts through Mohave Cooperative. Also there is free freight as long as the order is under 50lbs.

In regards to the school rebate/money back for all purchases (uniforms and equipment).

Below is how the rebate system works with Mohave procurement:

- The cumulative purchases will be calculated from July 1st to June 30th of the following year. The rebate dollars will be calculated by the 15th of July following the fiscal year end. The rebates will be calculated on the total product sales. The amount of the product rebate dollars will be provided to the Mohave member and Mohave in writing. The product rebate dollars shall be used within eleven months from the date issued. The rebate dollars will be noted on the member's purchase order when placing an order through 15A-UAS2-0424. The amount of the rebate will not affect the administration fee of the total product sales.
- Rebate:
- Cumulative Purchases for fiscal school year are as follows:
 - Under Armor: 10% on uniforms and 15% on all other product
 - Adidas: 10% on all uniforms and products
 - All other brands: 5% on all product not specified in this rebate offer
 - An additional cumulated purchase rebate:
 - In addition to above rebate an additional rebate is being offered based on cumulative purchases for the fiscal year:
 - If total purchases exceed \$100,000 an additional \$5,000 in rebate dollars will be provided to the member; and an additional \$2,500 for each \$50,000 purchase increment over the \$100,000 amount.

Below is a rebate system we have set up with Mohave procurement:

Equipment:

- The cumulative purchases will be calculated from July 1st to June 30th of the following year. The rebate dollars will be calculated by the 15th of July following the fiscal year end. The rebates will be calculated on the total product sales. The amount of the product rebate dollars will be provided to the Mohave member and Mohave in writing. The product rebate dollars shall be used within eleven months from the date issued. The rebate dollars will be noted on the member's purchase order when placing an order through 17H-UAS-0930. The amount of the rebate will not affect the administration fee of the total product sales. This offer is effective 7/31/19 until further notice.



new quote

Tue, Jul 21, 2020 at 10:45 AM

Sent from my iPhone

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

ACTION

Item 10F.

Lake Valley Roof Replacement

8.

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10F
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Cost Proposal Approval for the Lake Valley Elementary School Roof Replacement Project	Action X
		Consent

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

SUPPORTING DATA

This project funded through an approved Building Renewal Grant awarded to the District by the Arizona School Facilities Board (SFB).

Pursuant to SB 1256, *School District Procurement Pilot Program*, Lake Valley Elementary School was selected as the most appropriate roofing project for a JOC Alternative Project Delivery Method (APDM). The Humboldt Unified School District Governing Board approved the determination to use an Alternate Project Delivery Method (APDM) for construction on June 9, 2020, as per A.A.C. R7-2-1106 (A).

On August 11, 2020, the Humboldt Unified School District Governing Board approved the Job-Order-Contract (JOC) award to SDB Contracting Services, Inc. for the roof replacement project at Lake Valley Elementary School.

The District is now seeking the Governing Board's approval of the attached cost proposal from SDB Contracting Services, Inc. in the amount of \$794,046.51 for the construction of a new roof at Lake Valley Elementary School. Humboldt Unified School District Policy DJE allows the school district to procure construction services using a JOC for projects not exceeding \$1,000,000. SPS+ Architects, LLP, the architect on this project has reviewed this cost proposal and submitted the attached Letter of Recommendation. No purchase order will be issued and no construction will commence until the cost proposal has been approved by the Arizona School Facilities Board.

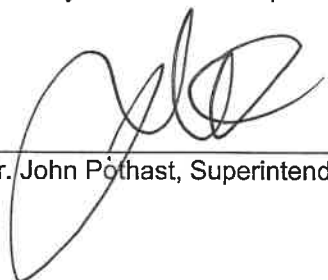
SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the cost proposal presented by the awarded contractor, SDB Contracting Services, Inc. in the amount of \$794,046.51 for the construction of a new roof at Lake Valley Elementary School.

Sample Motion

I move to approve the cost proposal from SDB Contracting Services, Inc. in the amount of \$794,046.51 for the construction of a new roof at Lake Valley Elementary School Roof Replacement project to SDB Contracting Services

Approved for transmittal to the Governing Board:

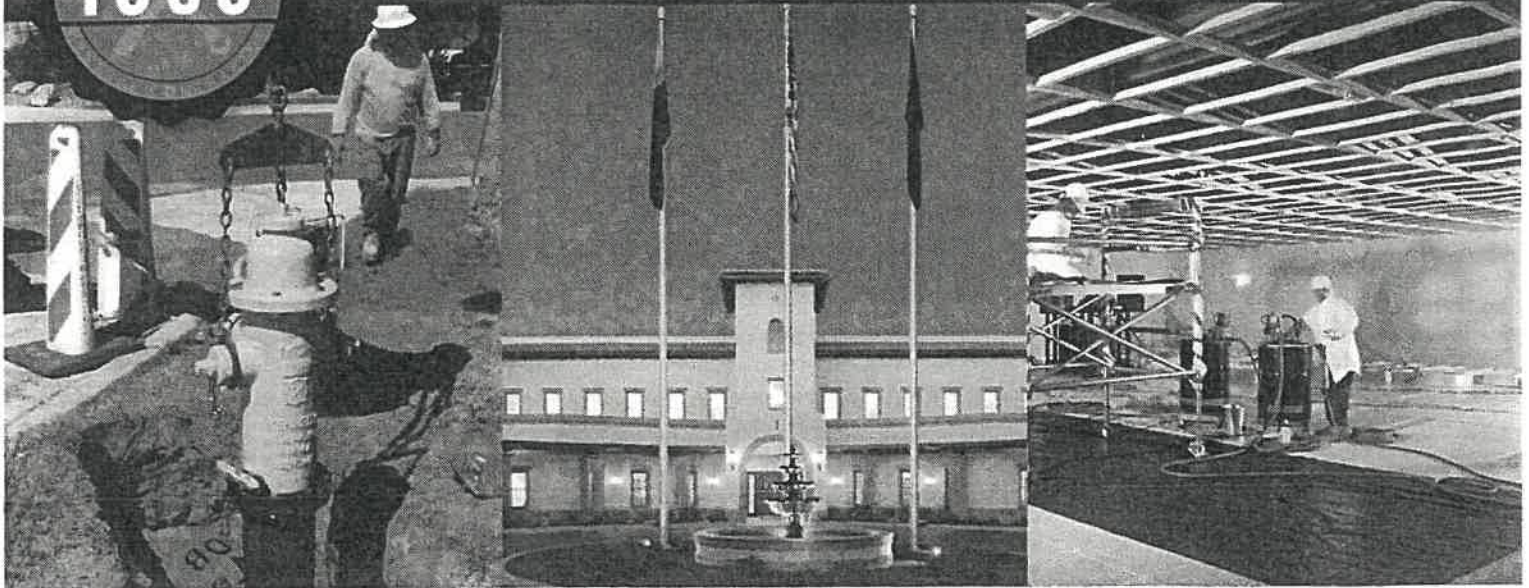


Mr. John Pothast, Superintendent

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



GENERAL CONTRACTING



GENERAL & FACILITY CONTRACTING
CMAR, JOC, & DESIGN-BUILD
CIVIL / SITE SERVICES
NEW CONSTRUCTION
TENANT IMPROVEMENTS



www.sdb.com

LICENSED | INSURED | BONDED

COMPANY HISTORY

Since 1980, SDB has been performing General Contracting services across many sectors including education, healthcare, high-tech, retail, office, industrial, government, tenant improvement and site development. With the dedication of more than 350 employees, SDB has been recognized with numerous awards over the years. We believe the best results are achieved when people work together as a team. Our goal is to simplify the complexities of construction for our clients so that the process is efficient and rewarding.

Please Contact:

Salvador Encinas, Senior Project Manager
OFFICE (480) 967-5810 X249 | CELL (602) 818-7385
1001 S. Edward Drive, Tempe, AZ 85281
Sal.Encinas@sdb.com



Mohave JOC Open Book Price Summary

SDB CONTRACTING SERVICES

Mohave Solicitation Number RFP 19F-0808

Member	Humboldt Unified School District
Project Title	Lake Valley Elementary Re-ROOF
Project Location	3900 N. Starlight Dr. Prescott Valley AZ

Date	8/18/2020
Proposal:	20-11-0357
Attn:	Jeannette Arntzen

Direct Project Cost

BASE BID 2-PLY SBS MODIFIED MEMBRANE ROOFING

Division/Specialty	#	Quote Summary		Selected Quote
		Subcontractor	Quote Amount	
Remove existing roofing to the plywood deck, dispose, furnish and install new complete roofing system over 1/4" fiberglass board, new counter flashings, re-slope roofing as needed for proper drainage, re-caulk existing parapet cap flashings, all with a (2) year subcontractor warranty and (20) year roofer manufacturer warranty. work in (3) Phases per plans, includes PP bond cost	1	L&R Roofing	\$345,764.70	\$345,764.70
	2	JBS Roofing	\$348,414.85	
	3	Progressive Roofing	\$393,960.00	
HVAC support for roofing: Test HVAC units, remove (16) HVAC units in phases, includes crane service and temp storage by the school building ground while re-roofing, install curb and duct extensions, re-install the units, start and test, electrical & plumbing by others	1	Child AC (VE)	\$86,100.00	\$86,100.00
	2	Karber Corp	\$158,450.00	
	3	Imcor	NO-bid	
Plumbing support for roofing: Roof drain strainers, disconnect and reconnect water piping, disconnect and reconnect condensate piping, disconnect and reconnect gas piping, roof flashings for plumbing penetrations, mobilizations, any plumbing that needs disconnected for HVAC to remain in place	1	Irontree Plumbing (VE)	\$19,904.00	\$19,904.00
	2	Karber Corp	\$82,614.00	
	3	Hernandez	NO-bid	
Electrical support for roofing: Disconnect (16-18) HVAC units, reconnect with new disconnects, fuses, seal tight flex, wire from disco to AC unit, disconnects to be mounted at AC units plates, mobilizations, phases	1	Zittle Electric (VE)	\$19,328.99	\$19,328.99
	2	Jenco Electric	\$28,650.00	
	3	Sifth Electric	NO-bid	
	1			
	2			
	3			
Subtotal 1 (Total Direct Project Cost)				\$471,097.69

General Conditions (GCs)

\$63,684.68

Subtotal 2 (Direct Project Cost + General Conditions)

\$534,782.37

General & Administrative Cost (G&A) (Enter applicable G&A Percentage)

8.00%

% of Subtotal 2

\$42,782.59

Subtotal 3 (Subtotal 2 + G&A)

\$577,564.96

Profit (Enter applicable profit percentage)

4.00%

% of Subtotal 3

\$23,102.60

Subtotal 4 (Subtotal 3 + Profit)

\$600,667.55

Tax (Enter applicable tax rate)

Prescott V

5.97%

\$35,841.83

Bond, if applicable (Enter applicable unit price)

0.90%

\$5,728.58

Owner CONTINGENCY

(markups, tax & bond will apply)

\$0.00

Total Project Cost

\$642,237.97

* Provide vendor name & explanation if low quote is not selected.

* SEE ALTERNATES in the Attachment A

MSC 11/28/17

MSC 11/28/17



**BID PROPOSAL
ATTACHMENT "A"**

CUSTOMER: Humboldt Unified School District
ADDRESS: 6411 N. Robert Rd.
Prescott Valley AZ 86314
JOB DESC.: Lake Valley Elementary Re-ROOF
CONTACT: Attn: Jeannette Arntzen

BID DATE: 8/18/2020
PROPOSAL NO.: Proposal: 20-11-0357
PROPOSAL TYPE.: LS

SCOPE OF WORK:

BASE BID 2-PLY SBS MODIFIED MEMBRANE ROOFING

Per plans and specifications by SPS+ dated 3/25 & 3/30/2020 & Addendum 1 dated 8/10/2020

CLARIFICATIONS:

Unforeseen conditions may arise when we remove the existing roofing components
Pricing VE curb & duct extensions. Pricing to re-caulk existing coping. Pricing to provide new basket to the roof drains
We are NOT replacing any roof drains (plans call for it), per answered RFI#02

EXCLUSIONS:

Design, architectural, engineering, permits, materials testing, special inspections, builder's risk insurance, liquidated damages, CAD as-builts
Unforeseen conditions, existing code violations, premium time, existing electrical, water, gas / other systems that may have hidden issues, asbestos abatement
Temporary construction water/power, existing hidden conditions that will be seen after demolition, solar array work, lightning system work, lead abatement
Fire protection, any rooftop special systems not included in the project plans. Curbs / ductwork replacement, hot power work, units communication
controls system work, Plumbing work under roof (roof drains, water/gas, condensate), new plumbing penetrations (use existing) downspout nozzles
water sterilization/chlorination, utilities testing, cleaning or repairs to existing systems, piping insulation, painting of pipe, roof drain testing, new curbs/duct
Demo & repairs under roof, drywall, ceilings, flooring or others. New roof drains and overflow drains. Service HVAC or other units, parapet ladders
new parapet cap flashing. New skylights, hail guards, decking/plywood replacement, new roof drains

ALTERNATES:

	Price	G&A 8%	Profit 4%	Tax@5.97%	M Fee 1%	Bond @ .9%	TOTAL	
1 ALT 01: Provide new parapet cap flashing installed	\$26,000	\$2,080	\$1,123	\$1,743	\$309.47	\$281	\$31,537	
2 ALT 02: Furnish and install new skylights and curb (15 ea)	\$41,404	\$3,312	\$1,789	\$2,776	\$492.81	\$448	\$50,222	(15 ea)
3 ALT 03: Furnish and install new hail guards to all HVAC	\$12,000	\$960	\$518	\$805	\$142.83	\$130	\$14,556	(40 ea)
4 ALT 04: Furnish and install new parapet ladders (5 ea)	\$11,000	\$880	\$475	\$738	\$130.93	\$119	\$13,343	(5 ea)
5 ALT 05: Price for wood deck/plywood replacement per SF	\$2.50	\$0.20	\$0.11	\$0.17	\$0.03	\$0.03	\$3.03	SF
--> Considering 1,000 SF CONTINGENCY =							\$3,032.44	

NOTE: Using the alternates from responsive low qualified bid, other bids may have different alternate costs

OTHER ALTERNATES

6 ALT 06: Service all HVAC units per M plans notes, filters+	\$30,000	\$2,400	\$1,296	\$2,012	\$357.08	\$325	\$36,389	
7 ALT 07: Roof walk pads per LF	\$9.00	\$0.72	\$0.39	\$0.60	\$0.11	\$0.10	\$10.92	LF

SCHEDULE: (all after a PO or contract is received)

Please allow (2) weeks for SDB procurement, subcontracts, submittals, will start scheduling start at this point
Please allow (2) weeks for submittals review and ordering long lead items, will continue & confirm scheduling start at this point
*the skylights have a 8-12 weeks lead time.
Allow (3) weeks per area for on-site installation , aprox (11) weeks for a full installation
Total estimated completion time is aprox (16) weeks.



SDB CONTRACTING SERVICES

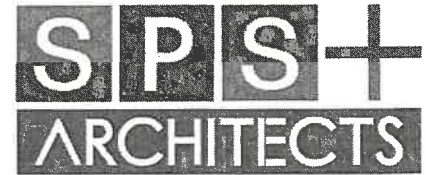
Mohave Solicitation Number RFP 19F-0808

Member	Humboldt Unified School District	
Project Title	Lake Valley Elementary Re-ROOF	8/18/2020
Project Location	3900 N. Starlight Dr. Prescott Valley AZ	Proposal: 20-11-0357

Item Number (optional)	Item Description	Quantity	Unit of Measure	Unit Price	Total	Remarks
Admin Fee Items						
	Project General Manager		Hrs	\$ 90.00	\$ -	
	Project Manager	120	Hrs	\$ 85.00	\$ 10,200.00	
	Estimator	8	Hrs	\$ 65.00	\$ 520.00	
	Senior Superintendent		Hrs	\$ 81.00	\$ -	
	Superintendent	440	Hrs	\$ 78.00	\$ 34,320.00	
	CQC Inspector		Hrs	\$ 65.00	\$ -	
	Safety Manager	24	Hrs	\$ 65.00	\$ 1,560.00	
	Field Engineer		Hrs	\$ 50.00	\$ -	
	Administrative Assistant	16	Hrs	\$ 40.00	\$ 640.00	
	Plans / Specs / Drawings		Sheet	\$ 0.55	\$ -	
	Temporary Electric		Month	\$ 1,200.00	\$ -	
	Electricity Usage		N/A	\$ -	\$ -	
	Water Usage (Incl. bottled water)		N/A	\$ -	\$ -	
	Temporary Toilet Usage	3	Month	\$ 135.00	\$ 405.00	
	Cellular / Mobile Service		Day	\$ 3.00	\$ -	
	Trash Service - Tonnage		Ton	\$ 85.00	\$ -	
	Trash Service - Rental		Ea	\$ 54.00	\$ -	
	Trash Service - Dumps	1	Ea	\$ 475.00	\$ 475.00	
	Temp. Fences & Barriers		Mo/LF	\$ 2.80	\$ -	
	Project ID Signs		Ea	\$ 350.00	\$ -	
	Trailer Set-up & Remove		Ea	\$ 450.00	\$ -	
	Trailer Rental		Month	\$ 200.00	\$ -	
	Field Office Expense		Month	\$ 150.00	\$ -	
	Postage / Messengers / Fedex		N/A	\$ -	\$ -	
	Safety Related -(Labor)		Hrs	\$ 65.00	\$ -	
	Safety Related -(Materials)		Project	\$ 100.00	\$ -	
	Gasoline / Fuel		Gallon	\$ 4.00	\$ -	
	Final Clean	15000	SF	\$ 0.15	\$ 2,250.00	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
	Total Adminfeeable Items				\$ 50,370.00	
	Item Description	Quantity	Unit of Measure	Subcontract Unit Price	Total	Remarks
Non-Admin Fee Items						
	Mileage Reimbursement		Mile	\$ 0.58	\$ -	
	Licensing & Permits		Per Project	\$ -	\$ -	
	Travel - Transport - Airfare		N/A	\$ -	\$ -	
	Travel - Transport - Car Rental		Day	\$ 45.00	\$ -	
	Travel - Lodging	48	Day	\$ 75.00	\$ 3,600.00	(12 weeks @ 4 days)
	Travel - Meals	60	Day	\$ 75.00	\$ 4,500.00	(12 weeks @ 5 days)
	Total Non-Adminfeeable Items				\$ 8,100.00	

Mohave Admin Fee	
Adminfeeable General Conditions Total From Above	\$50,370.00
Direct Construction Cost Total from Subtotal 1	\$471,097.69
Subtotal	\$521,467.69
Admin Fee (1% of Subtotal)	\$5,214.68

Total General Conditions For This Project	
Adminfeeable General Conditions Total	\$50,370.00
Non-Adminfeeable General Conditions Total	\$8,100.00
Mohave Admin Fee	\$5,214.68
Total General Conditions	\$63,684.68



PARTNERS

Robert L. Pian, AIA, NCARB

William R. Pittenger, RA, CSI

Mark A. Davenport, AIA, LEED AP BD+C

ASSOCIATES

Richard K. Begay Jr., AIA

Neil L. Pieratt, RA, LEED AP BD+C

8/25/2020

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

RE: Humboldt USD, Lake Valley E.S. Re-roof
SFB# 130222110-1001-020BRG
IFB# 2020-2
SPS+ Architects Recommendation Letter

Dear Mr. Pothast,

Humboldt USD procured SDB Contracting Services to provide Job Order Contracting for the Lake Valley Reroofing project as part of the Arizona School Facilities Board case study project. After procurement and a site visit, SDB provided costing a JOC per Mohave Educational Service Cooperative. The costing included proposals from three roofing, HVAC, Plumbing and Electrical sub-contractors.

SDB confirms that the costing is per the contract document plans and specifications which includes addenda #1 and the roofing specification based on the SFB guide specification for SBS roofing including tensile and tear strength.

Total Project Cost: (Does not include alternative bids) The SDB costing is represented to be in compliance with the HUSD JOC procurement and contract provisions, including via their bid for several trades. Note that the work includes re-roofing, extensive mechanical plumbing and electrical work to execute the reroofing and general conditions to coordinate and facilitate the work. (Recommended)

The costing includes seven alternate bids for consideration as follows:

#1 Replace cap flashing at the above reroof areas parapet walls. The existing parapet cap flashing shows evidence of leakage. The base bid is to caulk only is project to last a year or two. Replacement cap flashing is recommended as an associated to reroofing work to extend the weather proofing duration of the project area. (Recommended)

#2 Replace 15 skylights; The subject skylights have reached their service life and were identified by HUSD staff as beginning to leak. Replacement of sky lights is recommended as an associated to reroofing work to extend the weather proofing duration of the project area. (Recommended)

#3 A/C unit hail guards; The existing roof top A/C units do not have hail guards. The existing roof top A/C units have shown evidence of hail impact to the unit's fins however units continue to operate. Installation of hail guard is recommended in association with the reroofing work to utilize the JOC services to better protect the A/C units from hail damage. (Recommended)

#4 R and R five parapet ladders with OSHA approved type; HUSD identified five roof top ladders that are not OSHA compliant. With SFB liaison endorsement, replacement of ladders is recommended to provide OSHA compliance. (Recommended)

#5 Roof deck replacement; Typically, there is some roof deck damage that is concealed under the existing roofing. The amount is unknown however likely. This owners contingency allowance is to allow for the quick replacement of roof decking so as not to delay the project and add additional cost for general conditions and oversight expanses while a change order is being processed. Note that use of funds requires HUSD approval and any un spent contingency funds are refunded. The contingency is recommended however does not guarantee that a change order will not be required. (Recommended)

#6 Service existing A/C units; Several A/C units are designate to be removed, raised and re installed to execute the reroofing. Servicing of the units is to facilitate that the units are functional and serviced upon reinstallation. Service is recommended to provide for functional units after the reroofing project. (Recommended)

#7 Roof walks pads; The base project provides for a 20-year guarantee. SBS roofs that was recommended by assessment and so specified is susceptible to damage in hot weather when the bitumen (waterproofing) can be displaced by foot traffic. The foot traffic pads are not required by guarantee. It is recommended that HUSD be allowed to utilize the #5 contingency for added pads should HUSD so identify the need. (Recommended)

Sincerely,

SPS+ ARCHITECTS, LLP



Robert L. Pian, Partner, AIA, NCARB
Partner

Attachment A: SDB Proposal

DJE ©
BIDDING / PURCHASING PROCEDURES

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

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

Purchases Not Requiring Bidding

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

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

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

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. 15-765. The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

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

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

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

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

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

Online Bidding

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

Purchases Requiring Bidding

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

Public Inspection and Rationale for Awarding a Contract

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

Registered Sex Offender Prohibition

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

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

Adopted: December 31, 1998

LEGAL REF.:

A.R.S.

11-952

15-213

15-213.01

15-213.02

15-239

15-323

15-342

15-382

15-765

15-910.02

23-214

34-101 *et seq.*

35-391 *et seq.*

35-393 *et seq.*

38-503

38-511

39-121

41-2632

41-2636

41-4401

A.A.C.

R7-2-1001 *et seq.*

A.G.O.

I83-136

I87-035

I06-002

USFR: VI-G-8 *et seq.*

2 C.F.R. 200.321

CROSS REF.:

BCB - Board Member Conflict of Interest

DJ - Purchasing

DJG - Vendor/Contractor Relations

GBEAA - Staff Conflict of Interest

JLIF - Sex Offender Notification

ACTION
Item 10G.

JROTC
Modular Building

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 G
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Award Modular Solutions, Ltd Contract for the Design, Construction and Placement of a Modular Building for the JROTC Program at Bradshaw Mountain High School	Action X Consent
OBJECTIVE:	Goal #1 – Raise the level of student achievement	

SUPPORTING DATA

On April 9, 2019 the HUSD Governing Board approved the Army JROTC Program at Bradshaw Mountain High School as well as the purchase of a modular building to house the JROTC program.

Attached for your review and approval is the floor plan (option B) cost proposal in the amount of \$591,580.60 for the design, construction, delivery and installation of a 3-classroom, 60'x62' square foot modular building to be used for the JROTC program. All funds for the purchase of this modular building will be coming from the CTED program.

Procurement determination:

Due to the complexity of designing, constructing, delivering and installing a modular building to meet the Army's requirements for the Army JROTC program at Bradshaw Mountain High School, it was determined to be in the best interest of the district to use the Mohave Cooperative Purchasing Contract for the purchase of the modular building. Mohave's contract is determined to be compliant with all state and federal requirements. The Mohave contract was awarded to two vendors, Modular Solutions, Ltd. and ESB Design + Build. Representatives from both companies were invited to the high school for an interview and to walk the proposed site for the building. On May 16, 2019 an interview committee consisting of Cole Young, Rob Bueche, Kort Miner, Ray Rosario, Patrick Keeling, Dave Capka and Jeannette Arntzen conducted an in-person with Lorenzo Chavez from Modular Solutions, Ltd and a telephone interview with Jeff Bohenkamp from ESB Design + Build; at the conclusion of the interviews both companies were asked for a cost proposal for the design, construction and placement of a modular building. In the course of preparing cost proposals, it was determined that ESB Design + Build could not provide a 3-classroom design that was within the estimated CTED budget and was therefore eliminated from the process. At that time HUSD made a decision to move forward with Modular Solutions, Ltd.

HUSD will be issuing an Invitation for Bid for construction for site work and utilities, referred to as Phase 1, of this project. It is anticipated that the award for construction will be presented to the Governing Board for approval at the October 6, 2020 Governing Board Meeting.

HUSD will also be issuing an Invitation for bid for the construction of a parking lot, referred to as Phase 2, of this project.

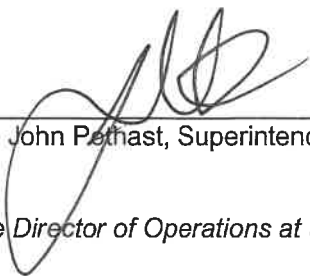
SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the award in the amount of \$591,580.60 for the purchase of a modular building to house the Army JROTC Program funded by the CTED program.

Sample Motion

I move to approve the award for the purchase of a modular building in the amount of \$591,580.60 to Modular Solutions, Ltd. to be paid for from CTED funds.

Approved for transmittal to the Governing Board:



Mr. John Pethast, Superintendent

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

Project Name: 11069HUSD-19 Option B
Building State: AZ
Quote Date: 8/24/2020
Code: IBC 2009
Building Size: 60'x62'

Customer: Humboldt Unified School District - Bradshaw Mountain High School
Email:
Phone:
Project Location: 6000 E Long Look Drive, Prescott Valley, 86314

CATEGORY	ITEM	QTY	Unit	DESCRIPTION	Remark
BUILDING PART					
Frame	Frame Type			Perimeter	
	Section Type Type # 1	5	EA	12'-0"x62'	
Floor	Floor Load			50 PSF	
	Floor Joist Size			6"x16ga. C-purlins	
	Floor insulation	3,720	SF	Unfaced R-30 Insulation	
	Floor Decking	117.00	EA	3/4" 4x8 T&G Plywood	
	Floor Covering	1	SF	.080 linoleum	Restrooms, Janitor closet
		1	SF	L.V.T. planks	IT room and corridor
		1	SF	18"x18"Carpet square, hard back	Offices and classrooms
	Wall base	1	LF	4" Vinyl Cove base	Remain areas
		1	LF	6" Integral Wall Base	Restrooms, Janitor closet
	Bottom Board	3,720	SF	Reinforced plastic bottom board	
Exterior Wall	Wall stud size			2x6	
	Insulation	2,680	SF	Kraft Faced R-19 Insulation	
	Sheathing	84.00	EA	1/2" OSB	
	Wrap	3,660.00	SF	House Wrap	
	Siding	3,660.00	SF	5/16 8" OC Allura cement board	
	Exterior trim	488	LF	4" exterior trim	
		488	LF	8" exterior bottom and Hood trim	
	Painting	7,320	SF	Exterior wall paint/ two coats	Sherwin William
Interior Wall	Interior Wall Height			Full height	
	Interior Wall Studs			2x4 16"O.C	
	Insulation	2,880	SF	Unfaced R-11 Insulation	All interior walls
	Covering	8,688	SF	5/8" Drywall taped and textured(Medium knock-down)	
	FRP	108	SF	FRP, Adhesive, trims	Janitors closet
	Painting	5,792	SF	Interior wall paint	Sherwin William
Ceiling	Ceiling Height			8'0"	
	Suspended Ceiling	3,720	SF	Throughtout	
	Washable ceiling tile	20	EA	2x4 washable ceiling tile	
	Ceiling tile	445	EA	2x4 square edge ceiling tile	
Roof	Roof Load			30 PSF	
	Roof Type			Complex	
	Slope			1/4" to 12"	
	Parapet	244	LF	Parapet Wall Height	
	Parapet inside covering	768	SF	LP smart panel	
	Starter Parapet	244	LF	6" Starter Parapet walls	
	Rafter	233	EA	2x8 16" Spacing	
	Insulation	3,720	SF	Unfaced R-38 Insulation	
	Beam	496	LF	Roof beam	
	Columns	32	EA	Steel columns	
	Decking	123	EA	1/2" OSB	
	Roof Covering	46	SQ	3 Ply Built up 25 year roofing (Torchdown roofing)	
	Scuppers	8	EA	Scuppers	
	Downspouts	8	EA	Rectangular metal downspouts	
	Aluminum roof hatch with, ladder and Railing	1	EA	BILCO BIL-GUARD 2.0 hatch raling system RL2-S 36 X 30 and WLFS0109 wall mounted ladder	
Doors & Hardware	Exterior Doors				
	Exterior door #1	1	EA	6070 18GA. Flush, insulated, 16GA. DW KD Jamb	
	Lite kit	2	EA	Lite kit, installed, 8 x 32	
	Hardware Group #1				
	Exterior door #2	1	EA	3070 18 GA. Flush, insulated, 16GA DW KD Jamb	
	Hardware Group #2				
	Interior Doors				
	Interior door #1	2	EA	3068 S.C. 1 3/4" walnut & oak, 20 min w/ 1 3/4" 20 Ga. Timely frame	
	Hardware Group #5				
	Interior door #2	2	EA	3068 S.C. 1 3/4" walnut & oak, 20 min w/ 1 3/4" 20 Ga. Timely frame	
	Hardware Group #6				
	Interior door #3	2	EA	3068 S.C. 1 3/4" walnut & oak, 20 min w/ 1 3/4" 20 Ga. Timely frame	
	Hardware Group #7				
	Interior door #4	3	EA	3068 S.C. 1 3/4" walnut & oak, 20 min w/ 1 3/4" 20 Ga. Timely frame	
	Hardware Group #8				
	Painting	2	EA	Exterior metal door & frame painting	

Hardware Groups	Hardware Group #1		2 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			2 EA Leverset	Grade 2 Standard Duty Entry Lever with I.C. co
			2 EA Exit Device	Panic Device Aluminum No Deadlatch
			2 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			1 EA Door Accessary #1	72" Saddle Threshold (ADA Complaints)
			2 EA Door Accessary #2	36" Door Sweep
			1 EA Door Accessary #3	7284 Vinyl Weather-strip
			1 EA Door Accessary #4	Mullion
	Hardware Group #2		1 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			1 EA Leverset	Grade 2 Standard Duty Entry Lever with I.C. co
			1 EA Exit Device	Panic Device Aluminum No Deadlatch
			1 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			1 EA Door Accessary #1	36" Saddle Threshold (ADA Complaints)
			1 EA Door Accessary #2	36" Door Sweep
			1 EA Door Accessary #3	3684 Vinyl Weather-strip
	Hardware Group #5		2 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			2 EA Leverset	Grade 2 Standard Duty Entry Lever with I.C. co
			2 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			2 EA Door Accessary #1	Wall Bumper (convex)
			2 EA Door Accessary #6	Smoke Seal
	Hardware Group #6		2 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			2 EA Leverset	Grade 2 Standard Duty Privacy Lever
			2 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			2 EA Door Accessary #1	Wall Bumper (convex)
	Hardware Group #7		2 EA Door Accessary #6	Smoke Seal
			2 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			2 EA Leverset	Grade 2 Standard Duty Storeroom Lever
			2 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			2 EA Door Accessary #1	Wall Bumper (convex)
			2 EA Door Accessary #6	Smoke Seal
	Hardware Group #8		3 EA Hinges	Hinge 4.5" x 4.5" BB NRP 26D H45 (3/box)
			3 EA Leverset	Grade 2 Standard Duty Classroom Lever
			3 EA Closer	Surface Alum. Closer, Grade 1, Size 1-6
			3 EA Door Accessary #1	Wall Bumper (convex)
			3 EA Door Accessary #6	Smoke Seal
Windows	Exterior Windows			
	Exterior Window #1		9 EA 4030 Dual Glazed Vinyl, H.S. Low E	
	Mini-blinds		9 EA 1" aluminum mini blinds	
	Interior Windows		N/A	
Electrical	Main Breaker		2 EA 200amp three phase	200AMP 3PH M.C.B. 120/208V 42SPACE NEMA-3R
	Circuit Breakers		10 EA 20amp Breakers	Bolt on Type
			1 EA 30 amp Breakers	Bolt on Type
			5 EA 50 amp Breakers	Bolt on Type
	Receptacles		67 EA Std duplex receptacle	Plate Color: White
			8 EA WP Gfci receptacle	Plate Color: White
			4 EA Dedicated receptacle	Plate Color: White
			4 EA Exterior Light	LED wall pack light with Photo cell
			2 EA Exit Sign	Nicor 18200: Red LED exit sign
			3 EA Wall Occupancy Sensor	WSP250-I: 800WATT PIR WALL SWITCH - IVORY
	Lighting Control		13 EA Single Pole Switches	Color: White
			8 EA Double Pole Switches	Color: White
			6 EA (2)3-way Light Switches	Color: White
			11 EA Fire alarm ready (Empty boxes only)	3/4" EMT conduit stub up to ceiling
Plumbing	Conduit		240 LF 3/4" EMT conduit Raceway	
	Toilet		2 EA Floor ADA Toilet Tank Type	AS 3517A.101 Elongated Bowl w/4188B.104 Ta
	Lavatory		2 EA Wall Mounted Lavatory	A-S 0321.026.020 WITH 501-DST CLASSIC 1 HDL
	Sinks		1 EA Floor Mounted Mop sink	3H 4C ADA Faucet
	Drinking Fountain		1 EA Hi-Lo Drinking Fountain ADA	MS-2424 MOP SINK W/ DRAIN
	Water Heater		1 EA 6 gal. Elec. Water Heater w/ pressure valve relief	EZSTL-8L-C DUAL
	Waste Rough		6 EA Plumbing Waste Rough (ABS)	E61-06U-015SV
	Manifold		6 EA Plumbing manifold (ABS)	
	Water Supply Pipe		PEX	
	Floor Drain		2 EA Floor drain with drip primer	
	Grab Bars		2 EA Grab bars set (1) 36" (1) 42"	150S 36" & 48" safety grab bars
			2 EA Grab bars 18"	150S 18" safety grab bar
			2 EA Paper Towel Disposal	Model # T1750TBKRD
			2 EA Stainless Steel Horizontal Soap Dispenser	Model #0347
			2 EA Toilet paper dispenser single roll	Model #0263

Mechanical					
Roof mounted AC	1	LS	(5) five new roof mounted Bryant 4 ton 14 SEER heat pump units with 5kW strip heaters		
Roof units curb	1	LS	Roof curb		
Mini split system	1	LS	Mitsubishi 1 ton mini split		
Thermostat	1	LS	7 day Programmable Thermostat		
Metal Duct	1	Surf.	Galvanized Metal ductwork		
Damper	1	LS	Fire Damper		
Air Supply Registers	1	LS	24"x24" Supply Registers (Perf. Stamp)		
Air Return Registers	1	LS	24"x24" Return Registers (Perf. Stamp)		
AC Disconnects and fuses	5	EA	Disconnects and fuses		
Exhaust Fan	3	EA	Exhaust Fan (80 cfm)		
MISCELLANEOUS					
Extinguisher cabinet	2	EA	Semi recessed with Glass door		
Fire Extinguisher	2	EA	10# Dry chemical		
IT room mounting board	1	EA	3/4" fire retarded Plywood Phone Board		
Knox Box	1	EA	Knox Box		
FIRE PROTECTION					
Fire alarm			N/A	client provided	
Fire Sprinkler			Wet Fire Sprinkler System	Flow test, design, and install	
Total Building Cost:				\$	475,690.27

CATEGORY	ITEM	QTY	Unit	DESCRIPTION	Remark
ONE TIME FEES					
Delivery & Setup					
	Close Up Material	5	EA	Shipping Ready	
	Delivery	5	EA	6000 E Long Look Drive, Prescott Valley, 86314	
	Rail Set	5	LS	Rail modular building onto foundation	
	Vents	4	EA	2x4 vent cover	
	Access door	1	EA	Hinged Access door	
Sitework & Utilities					
	Site Preparation	N/A		Per Civil Drawings	By Client
	Earthwork	N/A		Per Civil Drawings	By Client
	Water & Sewer	N/A		Per Civil Drawings	By Client
	Fire Line	N/A		Per Civil Drawings	By Client
	Electrical	N/A		Per Civil Drawings	By Client
	Communication Conduit	N/A		Per Civil Drawings	By Client
	Sidewalk	N/A		Per Civil Drawings	By Client
	Paving	N/A		Per Civil Drawings	By Client
	Test	N/A		Per Civil Drawings	By Client
Engineering Fees					
	Foundation Engineering	1	EA	Foundation Engineering Cost	
	Installation State Permit	244	LF	State permit only	
	Plan Review	3	EA	State of AZ	
General Conditions					
	Clean Up	5	EA	Building Final Cleaning	
	Portable Restroom	N/A		On site portable restrooms	By Client
	Dumpster	N/A		On site dumpsters	By Client
	Travel	1	EA	Out of town travel labor	
	Lodging	1	EA	Out of town hotel cost	
	Per Diem	1	EA	Out of town labor per diem	
	Project Manager	3	Week	Project Management	
	Site Superintendent	4	Week	Site Superintendent	
	Copies/Supplies			Documentation	
Total One Time Fees:				\$	71,632.00

TAX & BONDING					
Total Tax:				\$	32,658.72
Total Bonding:				\$	11,599.62
TOTAL QUOTE PRICE:				\$	591,580.60

DELIVERY & INSTALLATION CLARIFICATIONS

- 1 Site work and utility connections not included in this quote. To be completed by others at this time.
- 2 The foundation design is based on a level elevation and is contingent upon soils conditions/test. Stem wall foundation by others at this time.
- 3 Flood plain sites will require additional engineering and additional costs will be incurred.
- 4 Delivery does NOT include DPS Escort Fees, if required, extra charge will incur.
- 5 Delivery is based on unencumbered clear roads, weather, construction, and any detours may increase delivery price.

PROJECT CLARIFICATIONS

- 1 Customer drawing sign-off, and notice to proceed from customer.
- 2 Electrical scope includes sub panels only. Tie in by others at this time.
- 3 Tires & Axles are to be returned to vendor upon installation.
- 4 Fire alarm system design, permit, and installation is not included in this quote.
- 5 Fire sprinkler is included in this quote.
- 6 Fire sprinkler system design, permit, and installation is included as wet fire sprinkler system. Fire line by others at this time.
- 7 No provisions for fire rating have been provided in this building.
- 8 If fire rating is required due to setbacks / vicinity, additional fees will result.
- 9 Quote includes (4) weeks on site superintendent for setup and finish up work on site, if delays due to out of control reason, or client, \$1,850 per week will be charged
- 10 Painting for exterior and interior, only includes one color each, if extra colors are chosen extra fees will apply.
- 11 Project bid to the State of "Arizona Office of Manufactured Housing" requirements: IBC 2009.

- 12 Modular Solutions assumes the minimum required distance from any and all assumed and / or common property lines.
- 13 We take exception to local & federal jurisdictions or health department codes and requirements.
- 14 One Year limited warranty on purchase of new modular building.
- 15 Bond included at this quote at 2 % on the total amount.
- 16 State installation permit and plan review fees are included. (3) time max installation inspections are included, failure due to customer, every time will charge \$250.
- 17 Customer is responsible for site plan, one line electrical, restroom justification, and all city and local permits.
- 18 Customer to provide one line electrical diagram with fault current calculation.
- 19 Soils report, and civil engineering are not included in this quote.
- 20 Due to energy code requirements, changes may be required and additional costs may be incurred.
- 21 Utility development fees not included, I.E.: Power Company, Water & Sewer Authority.
- 22 **PAYMENT TERMS:** 10% to start design and engineering, 45% online, 35% offline, and 10% upon completion of installation.
- 23 **EXCLUSIONS:** Please read quote carefully. If an item has not been listed, no provisions have been made for the item.
- 24 A party shall not be held liable for failure of or delay in performing its obligations under this agreement if such failure or delay is the result of an act of God, such as
- 25 Data, phone, fire alarm, and intercom are excluded, provided by client IT department.
- 26 Geo tech report was not provided. Any existing surface or subsurface condition encountered at or contiguous to the site differs materially from that indicated or referred to in the Contract Documents, the Contractor shall, after becoming aware thereof and before performing any Work in connection therewith, except in an emergency, promptly notify the Owner in writing about the differences. This may delay and increase costs of project.
- 27 Any work not indicated in the plans or specifications, that must be added, repaired, or replaced as a result of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall be paid for in full by the Owner, subject to the terms and conditions of this contract.

Accepted by: _____ Position: _____ Signature: _____ Date: _____

ACTION
Item 10H.

Agreement-
Pixellot

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 H
FROM:	Kort Miner, Executive Director	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Pixellot Agreement	Action X
		Consent

OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs
	Goal #3: To Increase Parental and Community Engagement

SUPPORTING DATA:

The Pixellot system is a comprehensive hardware plus software solution that enables automated production of live events. It allows for all events to be broadcasted via livestream out for parents, families, alumni and the community. Normally for this product it would cost \$10-\$15,000 per camera. This contract is giving BMHS two cameras, one for the football field (football, soccer, track) and one for the main gym (basketball, volleyball, wrestling, cheer) for the one-time fee of \$3,500.00. For this fee, BMHS will receive two cameras, a scoring device and a desktop computer. Pixellot has an auto-tracking feature that allows the camera to follow the action, no camera operator is needed but can be integrated with the audio/video course at BMHS. Pixellot not only allows for coaches to record games and review the games but it also allows them to review practices as well. Pixellot is endorsed by the AIA and by the National Federation of High Schools.

Length of agreement is from September 9, 2020 to September 9, 2025.

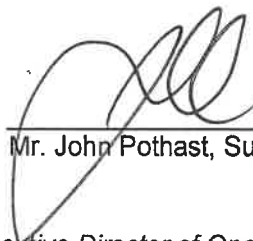
SUMMARY & RECOMMENDATION

Pixellot will provide opportunities to livestream events to enhance our outreach to our community and families who are associated with BMHS.

Sample Motion:

I move to approve the five-year contract with Pixellot to livestream events from the BMHS campus.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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



SCHOOL BROADCAST PROGRAM

"One-Time Fee" Pixellot Use Agreement (Install Included)

School: Bradshaw Mountain High School
Address: 6000 E. Long Look Drive
City, State, Zip: Prescott Arizona 86314
County:

Effective Date: _____

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of Bradshaw Mountain High School ("School") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) ("One-Time Fee"), PlayOn will provide School with access to TWO (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Cat6 ethernet cables to connect workstation to camera head and provide camera power ⁽¹⁾
- d. Pixellot automated production software for all supported sports; new sports are added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
---	-----------------------------

i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems in Terms and Conditions* for additional information

Pricing for the Agreement†:

Description	Price
One-time Fee	\$2,500
Extra Accessories (if applicable)	-
TOTAL DUE	\$2,500

PlayOn provides the following additional software and services:

- a. A branded School video portal on www.nfhsnetwork.com
- b. PlayOn proprietary software (*NFHS Network Console*) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts.

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

PIX-SUB-OTF-INST



SCHOOL BROADCAST PROGRAM

Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

Practices. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School-produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines* (the "Guidelines"), a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

Data Privacy. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of



SCHOOL BROADCAST PROGRAM

Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (www.nfhsnetwork.com). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.



SCHOOL BROADCAST PROGRAM

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
8. **Revenue Sharing (Year 1-3).** Revenue sharing to School for online passes does not begin until Year 4 of Agreement (see one-time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, School will not receive any revenue share for content produced under this Agreement.
9. **Revenue Sharing (Year 4 and future years).** Starting in Year 4 of the Agreement, School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 4, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

10. **Revenue Sharing Acceleration.** School has the option to pay a one-time fee of \$1,500 at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay \$1,500 to
accelerate revenue sharing:

YES	<input checked="checked" type="checkbox"/>	NO	<input type="checkbox"/>
-----	--	----	--------------------------

11. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
12. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
13. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
14. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.
15. **Marketing.** School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
16. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
17. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no

PIX-SUB-OTF-INST



obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

18. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
19. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
20. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
21. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
22. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
23. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
24. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
25. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
26. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
27. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]



SCHOOL BROADCAST PROGRAM

Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

Mark Rothberg

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by School:

Signature:

Name:

Title:

Email:

School:

Ryan Gray
President, Humboldt School Board
Ryan.Gray@humboldtunified.com
Bradshaw Mtn High School

Primary Contact:

Email:

Mobile Number:

Bookkeeper:

Email:

Phone Number:

IT/Network Contact:

Email:

Phone Number:

Clairinda Weatherwax
Clairinda.Weatherwax@humboldtunified.com
620-629-3469
Melissa Helmick
Melissa.Helmick@humboldtunified.com
928-759-4195
Patrick Keeling
Patrick.Keeling@humboldtunified.com
928-759-5

Shipping Address for Pixellot Systems:



School Address

OR



Different Address (write below)

Bradshaw Mountain High School
6000 E. Long Look Drive
Prescott Arizona 86314

Subscription Revenue Check Made Out to:

Bradshaw Mountain Athletics

PIX-SUB-KOTF-INST



SCHOOL BROADCAST PROGRAM

PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation?

YES

☐

NO

☒

We will have to rent one.

Please fill out the information below for ALL venues where a Pixelot System will be installed.

Need to know dates so can ensure you have it when you come.

	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym	Main Basketball Gym	Indoor	Select...	Select...
2	Field	Football Stadium	Outdoor	Select...	Select... NO

Fairplay

INSTALLER INFORMATION

Who will be performing your installation? Please provide their contact information below.

Installer Name:

NFHS Network

Installer Phone:

NFHS Network

Installer Email:

NFHS Network

[Agreement Continues on Next Page]

PIX-SUB-ROT-INST



SCHOOL BROADCAST PROGRAM

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixelot venue (check all that apply). Please fill out for ALL Pixelot venues.

VENUE: Main Basketball Gym

	Varsity	JV	Soph	Fresh	Middle
Girls Bball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Boys Ball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wrestling	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

our JV/F teams switch + depends on if its a region or non region game.

VENUE: Football Stadium

	Varsity	JV	Soph	Fresh	Middle
Football	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Girls Soccer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boys Soccer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: YES ☒



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP+UDP	Remote Management	https, agent
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077	UDP	Video streaming	ZIXI broadcaster
2088			
53	TCP+UDP	DNS Name management	
1401	TCP	Sportzcast (Score data integration tool)	
1402			
1403			

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for **nfhsnetwork.com** and all subdomains.

Open all TCP traffic on ports 80 and 443 for **w.sharethis.com**.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

PlayOn Sports: Proposal for 2 Pixellot Systems

Date: July 6, 2020

Background

Headquartered in Atlanta, GA, PlayOn! Sports ("PlayOn") is the nation's leading high school media company and live streams more sports events than any company in the world. In 2013, PlayOn! Sports and the National Federation of State High School Associations (NFHS.org) created the NFHS Network - a joint venture that aggregates the sports media and related rights of state high school athletic associations. By combining events from state associations with events produced through PlayOn! Sports School Broadcast Program (SBP), the NFHS Network has become one of the largest direct-to-consumer sports media enterprises in the nation. This year, the NFHS Network will stream more than 250,000 live sports events and is the clear market leader for fans across the country to watch live and on demand.

Product

The Pixellot system is a comprehensive hardware + software solution that enables automated production of live events. Once it is installed and calibrated, no people are needed to create live broadcasts.

Cost to School

PlayOn will provide TWO (2) Pixellot systems to your high school ("School") that will live stream athletic (and non-athletic) events held in the main basketball gymnasium and the football stadium. Under the terms of the Agreement, there will be no cost to your School for the use of the equipment, software, and services. **However, installation must be provided by PlayOn for a one-time cost of \$2,500.** PlayOn reserves the right to evaluate School venues for the capability to host the Pixellot systems before an agreement is finalized.

PlayOn Installation of Pixellot Systems

PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided by the School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

Term of Contract

The term of the agreement is for five (5) school years. After the five-year initial contract period, your School may elect to stay in the contract for as long as desired under the same terms. Because PlayOn is providing these systems to your school district at no cost, we have to make sure we can earn back our investment, and we need enough time to do so. Our investment thesis rests on the ability to do that over 5 years. Without that ability, we would have to charge your district a cost of \$6,000 *per Pixellot system* to fund the cost of the equipment and software. We understand that school districts have limitations around multi-year agreements, particularly if it imposes a cost on a future school board. We have provided an "out clause" to school districts by way of the following: an early termination fee that states that if the contract is cancelled before the 5 years is up, there is a buyout of \$2,500 *per Pixellot system* that compensates us for our cost of removing, shipping, and finding a new school for the equipment. We will not prorate that cost – it is a flat fee in case your School elects to cancel for a non-contractual reason.

Equipment and Software Provided

All required equipment and software will be provided for each Pixellot system:

- Pixellot camera head
- Computer loaded with Pixellot software for recording, encoding, and streaming videos (includes all software upgrades)
- Automated production algorithms for supported sports; new sports will be added as released

- Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- Protective cabinet for workstation, as needed
- Point to Point wireless internet base station for outdoor venues with no hardline internet

Streaming Services

Below are the basic network requirements required to operate the units on your School's IT platform. The recommended bandwidth minimum to stream an event is 10MB/sec of upload speed.

- We highly recommend adding the Pixellot computer to a separate VLAN or a DMZ and assigning a static IP address
- Whitelist all outbound HTTP/S traffic to pixellot.tv
- No inbound firewall rules are required
- No services will ever connect directly to host
- To publish video and manage the server, open these ports for outbound traffic to all IPs (see table on right):

PORT #	PROTOCOL	PURPOSE	APPLICATION
443	TCP+UDP*	Remote Management/ video streaming	https, agent
123	TCP	Clock synchronization	NTP-clock sync
2088	UDP*	Video streaming backup	ZIXI broadcaster
1401	TCP	Sportscast (Score data integration tool)	
1402			
1403			

**Port 123 TCP and 443 TCP must be open for a Pixellot unit to stream.
443 UDP or 2088 UDP must also be open, but it does not require both.*

Ownership of the Equipment

PlayOn retains ownership of the equipment and the software. The equipment only works with the software, and the software will only broadcast to the NFHS Network. There is no inherent value to the equipment if your School is not broadcasting using the software and distributing the content to the NFHS Network.

Maintenance of the Equipment

PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the 5-year Initial Term. PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.

School Ownership of the Streamed Content

The Pixellot system's produced streams for all regular season sports events and school activities are the property of your School and all rights are reserved subject to School providing PlayOn with a worldwide, paid-up, royalty-free, sub licensable (directly and through multiple tiers) and transferrable license to reproduce, perform, transform and distribute the produced streams in any medium now existing or later developed. This license is exclusive, meaning School may not grant these rights to any other person or entity. The School has the right to manage the availability of the archived content to consumers as well as to use the content for other School-approved purposes (i.e., student news casts, season recap videos, etc.).

Broadcasting Exclusivity

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. School may allow (at its discretion) third party local television coverage to broadcast regular season events. School will also broadcast any regular season event via the Pixellot System on the NFHS Network that is also broadcast on linear television.

School agrees that the Pixellot Systems will be used to broadcast all Postseason events via the Pixellot system installed in the venue where the event takes place if your School is a member of a NFHS Network-member State Association. In NFHS Network states, State Association media rights fees for State Postseason events produced by Pixellot Systems at School venues will be waived. In non-NFHS Network states, your School will be required to follow all State Association postseason media policies and will be responsible for any media rights fees to broadcast Postseason events.

Sports/Events that will be Broadcasted

- **Regular season** – all regular season games for the sports played in each venue at all levels: Varsity, JV, Freshman
- **Special events** – any special event in a venue (i.e. graduation) can be broadcasted
- **Playoffs** – all state playoffs that occur in your venues; no State Association rights fees have to be paid
- **Practices** – coaches can record any practices or team workouts; these events are set as “private” (not for public viewing)

Football, Soccer, Lacrosse, Basketball, and Volleyball all use the automated production technology to follow the action. For Wrestling a fixed field of view is established to cover one or more mats. The Pixellot technology also works for Baseball and Softball – requires the purchase of additional Pixellot systems, subject to PlayOn’s approval.

Economic Model

There are two ways that your School can earn revenue:

- Revenue sharing program from consumer subscriptions sold (will be described below)
- Advertising in school broadcasts – schools keep all revenue from any self-sold advertising

Consumer Subscription Platform Plans & Revenue Sharing:

Monthly Pass: \$10.99/ month

Annual Pass: \$69.99 for 12 months

Consumers can watch any content they want across the entire Network. Subscription prices for consumers are subject to change based on the policies of the NFHS Network.

Revenue sharing to School for online passes does not begin until Year 4 of Agreement because the equipment, software, and services are being provided at zero cost to your School.

Pass type	Monthly	Annual
Price to Consumer:	\$10.99	\$69.99
Method of Attribution:	10% of Net Revenue	100% over Base Cost
Starts When	Year 4	Year 4
Base Cost	N/A	\$50.00
Paid to School	\$82/ month (for life of subscriber)	\$19.99 (one time)

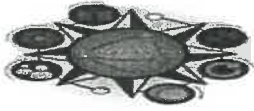
During the first three years of the Term, School will not receive any revenue share for content produced under this Agreement. However, if your School wants to begin revenue sharing in Year 1 of the Agreement, a one-time fee of \$1,500 can be paid on a per school basis.

Advertising:

The simple explanation is that schools can sell sponsors and PlayOn can sell sponsors, and everyone keeps 100% of their own revenue. We make it easy for you – just send us the creative, we run the ads, and your School keeps any revenue from your school sponsors.

- School can run video pre-roll ads that will play before an event is viewed
- Graphics can be placed on 3 locations for advertising in the video (*see below*); graphics can be changed out by the school
- Display ads can be sold on school pages and school-video web pages





Kort Miner <kort.miner@humboldtunified.com>

Fwd: One more queation

1 message

Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>
To: Kort Miner <kort.miner@humboldtunified.com>

Fri, Jul 31, 2020 at 11:50 AM

----- Forwarded message -----

From: **Stephen Christensen** <stephen.christensen@nfhsnetwork.com>
Date: Fri, Jul 31, 2020 at 12:27 PM
Subject: RE: One more queation
To: Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

Absolutely! You can still have the Pixellot streaming to the Network while having the local station come in and setup their manual broadcast to stream to their station.

Thanks as we're looking forward to partnering with your school!

Stephen

From: Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>
Sent: Thursday, July 30, 2020 8:24 PM
To: Stephen Christensen <stephen.christensen@nfhsnetwork.com>
Subject: One more queation

Stephen, I have one more question for you. We have a signed contract with a local radio station and they come and stream, but it is less then 10 games the whole year. Would we still be able to do this?

--

Clairinda Weatherwax, CAA

Bradshaw Mountain High School
Assistant Principal Operations/Athletic Director
Twitter: @ActivitiesBMHS

928-759-4126 work

620-629-3469 cell



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

Clairinda Weatherwax, CAA

Bradshaw Mountain High School

Assistant Principal Operations/Athletic Director

Twitter: @ActivitiesBMHS

928-759-4126 work

620-629-3469 cell





Kort Miner <kort.miner@humboldtunified.com>

Fwd: Help

1 message

Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>
To: Kort Miner <kort.miner@humboldtunified.com>

Mon, Aug 10, 2020 at 12:31 PM

Just in case you want to add this to the board paperwork.

----- Forwarded message -----

From: **Missy Townsend** <Missy.Townsend@prescottschools.com>
Date: Mon, Aug 10, 2020 at 12:22 PM
Subject: Re: Help
To: Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com>

Prescott High School has entered into a contract with the NFHS Network/Pixelot to install two streaming cameras in our main gym and main field. This contract does not interfere with our KYCA streaming contract that is in place for them to stream, broadcast our football, volleyball, basketball and soccer games. The services provided by the NFHS Network is a paid subscription completely optional for families and is different in scope from the KYCA contract. Neither organization competes against the other.

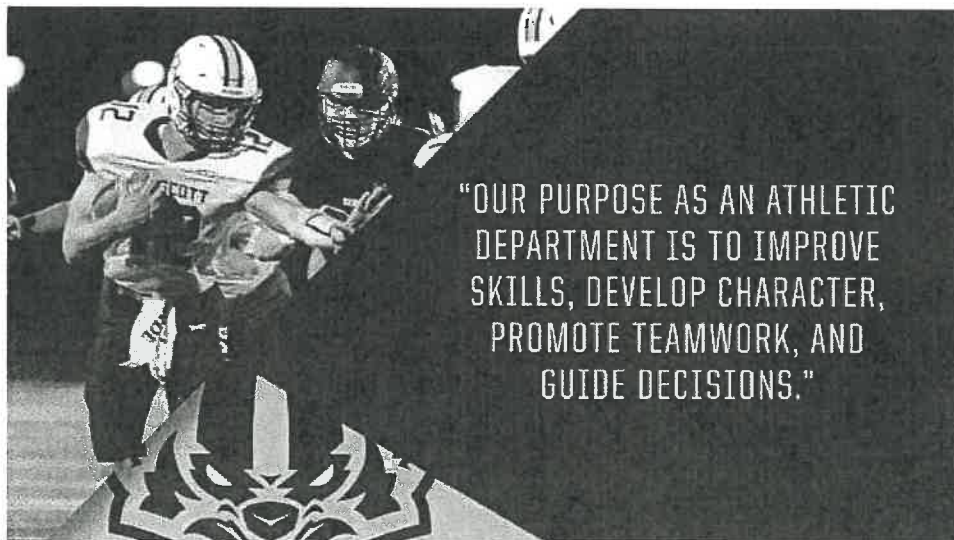
Thanks,



Missy Townsend, CMAA
Athletic Director | Prescott High School

P 928 445 2322
E missy.townsend@prescottschools.com

1050 N. Ruth St. Prescott, AZ, 86301
www.prescottbadgers.com



The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

On Thu, Jul 30, 2020 at 8:28 PM Clairinda Weatherwax <clairinda.weatherwax@humboldtunified.com> wrote:

Hey lady. Would you be able to put in an email to me that states you have a contract with Prescott Broadcasting and are also doing the pixelot deal? I have also reached out to Stephen to also state it was okay. I talked to Kort and if I

can get your email and the one from Stephen I think I'll be able to get it on the board agenda for them to sign off on. If not I totally understand.

--

Clairinda Weatherwax, CAA

Bradshaw Mountain High School

Assistant Principal Operations/Athletic Director

Twitter: @ActivitiesBMHS

928-759-4126 work

620-629-3469 cell



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

--

Clairinda Weatherwax, CAA

Bradshaw Mountain High School

Assistant Principal Operations/Athletic Director

Twitter: @ActivitiesBMHS

928-759-4126 work

620-629-3469 cell



Prescott Broadcasting LLC

PO Box 1631 Prescott AZ 86302 - (928) 445-1700 - fax (928) 445-5365

BROADCASTING AND STREAMING CONTRACT - AMENDMENT

CONTRACT BETWEEN PRESCOTT BROADCASTING, LLC AND

HUMBOLDT UNIFIED SCHOOL DISTRICT

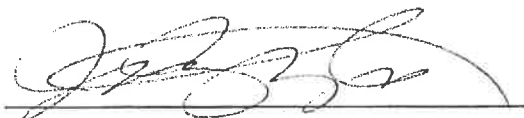
September 1, 2020

Prescott Broadcasting, LLC, at the request of Humboldt Unified School District, will allow an amendment to the Broadcasting and Streaming Contract of 2020-21 concerning the video streaming service Pixellot.

At the request of HUSD, Prescott Broadcasting, LLC shall allow Pixellot to video stream all HUSD athletic events at the Bradshaw Mountain High School football field and gymnasiums, provided that Prescott Broadcasting, LLC shall be allowed to continue to video stream and broadcast on their radio station and social media platforms any event of their choosing as defined by, and for the length of, the contract signed between the two parties. Prescott Broadcasting, LLC shall retain exclusive video streaming and audio rights to all events taking place on the BMHS baseball or softball fields.

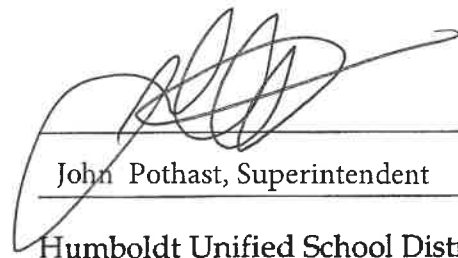
Should Pixellot, for any reason, discontinue their service to HUSD, the terms of the original contract shall be restored to Prescott Broadcasting, LLC for the remaining length of the current contract.

Dated this 1ST day of SEPTEMBER, 2020



Jason Zinzilieta, President

Prescott Broadcasting, LLC



John Pothast, Superintendent

Humboldt Unified School District

ACTION

Item 10I.

Governing Board Self-Evaluation

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 I
FROM:	Ryan Gray, Governing Board President	Reading
DATE:	September 8, 2020	Discuss
SUBJECT:	Governing Board Self-Evaluation, Policy BAA	Action X
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA

The Board will discuss the Board Self-Evaluation process (Policy BAA), if it will take place this year and if so, how and when it will be conducted.

SUMMARY & RECOMMENDATION


Sample Motion

I move to suspend policy BAA to allow the Governing Board to complete a self-evaluation after October, but within the 2020-21 school year,

or

I move to suspend policy BAA, due to the complexities inherent during this year of a pandemic, and cancel the Governing Board self-evaluation for the 2020-21 school year.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Ryan, Gray, GB President, ryan.gray@humboldtunified.com