

#### **GOVERNING BOARD MEETING**

#### Tuesday, November 10, 2020

Glassford Hill Middle School 6901 Panther Path Prescott Valley, AZ

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

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **November 10, 2020**, at **Glassford Hill Middle School**, located at **6901 Panther Path**, **Prescott Valley**, **Arizona**. This meeting will also be **live-streamed**, as we begin our transition back to the traditional in-person only meetings.

#### \*\*ALL ATTENDEES ARE REQUIRED TO WEAR A FACEMASK, PER HUSD POLICY KI-RB.\*\*

- 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 <u>www.humboldtunified.com</u> and go to the Governing Board Tab.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Rebecca Cooley at (928)759-5007 or <a href="mailto:rebecca.cooley@humboldtunified.com">rebecca.cooley@humboldtunified.com</a>. Requests should be made as early as possible to arrange the accommodation.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area, and submitted prior to the start of the meeting.
- Discussion by the Board is limited to items posted on the agenda.
- Members of the public wishing to access the virtual version of this meeting should visit <u>www.humboldtunified.com</u> and navigate to the Virtual Meetings page under the School Board heading.

#### \*\*ALL ATTENDEES ARE REQUIRED TO WEAR A FACEMASK, PER HUSD POLICY KI-RB.\*\*

#### <u>AGENDA</u>

#### 6:30 PM REGULAR SESSION

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

#### CELEBRATING SUCCESSES

Pages 1-4

6.

- A. HUSD VIPs Kimberly Grant, Mountain View Elementary School Principal
  - 1. Certified Caitlin Klem
  - 2. Classified Jennifer Delamater
  - 3. Volunteer Krystal Defilipps
- **B.** Board Training Accomplishments
  - 1. Certificate of Boardmanship Corey Christians
  - 2. Associate of Boardmanship Paul Ruwald
  - 3. Master of Boardmanship Ryan Gray and Suzie Roth

#### 7. PUBLIC PARTICIPATION

Participation is reserved for members of the public who have submitted a completed Public Participation Form. Total length of time shall not exceed 30 minutes. Individual times shall not exceed 5 minutes (Policy BEDH). When addressing the Board, speakers are to state their name and subject into the microphone so that their statements may be properly recorded.

Members of the Board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

#### 8. CONSENT ITEMS

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

- Pages 5-8 A. Personnel Recommendations
- Pages 9-12 **B.** Governing Board Meeting Minutes of October 6, 2020 (audio recordings are posted on the District's website at www.humboldtunified.com)
- Pages 13-172 C. Financial/Business
  1. Approval of Accounts Payable voucher(s) in the amount of \$ 1,797,238.52
  2. Approval of Payroll voucher(s) in the amount of \$ 2,738,597.35
- Pages 173-178 **D.** Monthly Budget Report
- Pages 179-181 E. Monthly Student Activities Report
- Pages 182-184 F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for October 2020
- Page 185-186 G. Request to approve Parent/Citizen/Booster organizations for the 2020-2021 school year
- Pages 187-189 H. Request to approve Amendment 1 of the Intergovernmental Agreement (IGA) with Yavapai County Educational Technology Consortium (YCETC)
- Pages 190-210 I. Request for approval of the Arizona Department of Education (ADE) Food Program Permanent Service Agreement to include At-Risk Afterschool Meals Component of the Child and Adult Care Food Program
- Pages 211-228 J. Request to approve a renewal of the Northern Arizona Council of Governments (NACOG) Head Start Annual Contract Food Service Provider for the 2020-2021 school year
- Pages 229-232 K. Request to approve a Yavapai County Waiver/Release of Liability and Hold Harmless Agreement for Water Bottle Refilling Stations at Schools in Humboldt Unified School District (HUSD)
- Pages 233-236 L. Request for approval of Amendment #1 to the Agreement between the Arizona State Schools for the Deaf and the Blind (ASDB) and Humboldt Unified School District (HUSD)
- Pages 237-240 M. Request for approval of gate agreement to allow access to Bradshaw Mountain Middle School
- Pages 241-242 N. Request for approval of change in credit card processes
- Pages 243-244 **O.** Gifts and donations

#### 9. DISCUSSION (no action will be taken)

Pages 245-246 A. Report from Mountain View Elementary School Principal, Kimberly Grant, to include:

- Quarter 1 Remote Learning and Return to in-person learning
  - Updates on program implementations
  - Happenings at Mountain View
- Pages 247-248 B. Review of Humboldt Unified School District's Pandemic Preparedness and Re-Entry

#### 10. ACTION

- Pages 249-250 A. Action to correct a clerical error and to confirm that the approval of the cost proposal of the design-build contract for the roof at Glassford Hill Middle School at the October 6, 2020 meeting was to GCON, Inc
- Pages 251-253 **B.** Request to approve a Resolution for Yavapai County Education Service Agency (YCESA) to name authorized signers for agreements between YCESA and Humboldt Unified School District
- Pages 254-255 C. Request to approve the addition of a custodial position through grant funding

Pages 256-263 D. Request for ratification of Emergency Procurement for COVID

#### 11. PERSONNEL

Pages 264-265 \***A.** The Board may vote to move into executive session pursuant to A.R.S § 38-431.03 (A)(1) (Personnel) for discussion regarding the resignation of certified employee, Joanna Bartley

#### 12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

December 8, 2020	6:30 p.m.	Regular Meeting	@ TBD
January 12, 2021	6:30 p.m.	Regular Meeting	@ TBD
February 9, 2021	6:30 p.m.	Regular Meeting	@ TBD

#### 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 <u>www.humboldtunified.com</u>; on the home page, go to the School Board tab  $\rightarrow$ Board Packets  $\rightarrow$ Select Year  $\rightarrow$ Select Meeting Date. (Note: Large packets are saved in multiple sections).

## CELEBRATING SUCCESSES Item 6

- A. HUSD VIPs Mountain View Elementary School
  - 1. Certified Caitlin Klem
  - 2. Classified Jennifer Delamater
  - 3. Volunteer Krystal Defilipps
- B. Board Training Accomplishments
  - 1. Certificate of Boardmanship Corey Christians
  - 2. Associate of Boardmanship Paul Ruwald
  - 3. Master of Boardmanship Ryan Gray & Suzie Roth



November 10, 2020

HUSD Certified Employee of the Month (VIP)- Mountain View Elementary School- Caitlin Klem

Mountain View Elementary School is honored and proud to recognize Caitlin Klem, an English Language Learner teacher, as the November HUSD VIP. Mrs. Klem has been an educator for ten years; three of those have been here at Mountain View. She always gives 110% of herself into her teaching and is here because of her love for education and her dedication to students.

Mrs. Klem is a teacher who goes above and beyond for all students as well as her colleagues. She is a positive member of our team and highly collaborative. She strives to work with each grade level to make sure the EL program is supporting their classroom efforts. She is always willing to step in and help any students that might be struggling. At any given time we can find her in a teacher's classroom helping to support their RTI efforts.

Caitlin is called Mary Poppins by her team. If a teacher or student needs something, she seems to pull ideas, strategies and teaching materials out of an invisible magic bag to provide assistance for anyone who needs anything. Caitlin is known for her generous acts of kindness like completing a bulletin board for a busy colleague. She is very structured and has high expectations of her students who are learning both language and content. Her students thrive in her classroom and have accelerated language growth due to her expertise and enthusiasm for professional development. She takes what she has learned about language development and is happy to share and model teaching strategies with her colleagues - improving education for all students at Mountain View.

Mrs. Klem's commitment to providing high quality instruction to her students, and helping those around her to do the same, is inspiring. Caitlin is often asked to Co-Teach a lesson to share her knowledge and strategies on teaching language. She is a team player and jumps in with enthusiasm.

Mrs. Klem is involved in our school community as well. Our families see and appreciate the drive and dedication that she puts into everything she does here at Mountain View. Caitlin definitely makes a difference in this community by her excellence in teaching and love of students. We all feel the support, love, and dedication she has for her students.

It is my extreme pleasure to recommend Caitlin Klem as the November HUSD Certified VIP.

HUMBOLDT UNIFIED SCHOOL DISTRICT #22 MOUNTAIN VIEW ELEMENTARY SCHOOL 8601 E. LOOS DR, PRESCOTT VALLEY, AZ 86314 • PHONE (928)759-4700 • FAX (928)759-4720



The Humboldt Schools. Motivating achievement since 1906.

November 10, 2020

HUSD Classified Employee of the Month (VIP)- Mountain View Elementary School- Jennifer Delamater

Mountain View Elementary School is honored and proud to recognize Jennifer Delamater, Library Aide, as the November HUSD VIP. Mrs. Delamater is in her ninth year here at Mountain View. She has also been a special education paraprofessional and special education teacher here at Mountain View.

Mrs. Delamater is a positive, collaborative member of our campus who takes constant pride in working at Mountain View. She moved to being our library aide last year. Jennifer often is found looking for new ideas to keep the students interested and learning new things within the library. Jennifer incorporates library skills, digital literacy, and author studies into the student library time. Students enjoy going to the library and learning many skills. One student stated, "I like the books in the library. Mrs. D. helps me find good books. I like when she reads Pinklicious! She is good at reading books."

Jennifer is always willing to support students out of the library as well. She can be seen mentoring and/or tutoring students when she has an extra minute. The students know that Mrs. D cares about them and wants them to succeed. She has such a positive demeanor that spreads to everyone around her. Mrs. Delamater never complains about school, students, or life in general.

During the school closures, Mrs. Delamater was a mystery reader with her dog! This was the favorite mystery reader although nobody was able to guess who it was! Jennifer also created an interactive Google Classroom that kept students involved in digital literacy, listening to a variety of stories, a chance to video themselves reading a story or telling a joke, or listening to Mrs. D. read a story. This was a highly used Google Classroom.

Last year during our STEAM classes we had a class called Flip It to redesign our library furniture. Mrs. Delamater saw the need for some help with painting the backs of the chairs and jumped in with her artistic abilities. She also saw the need for a new surface for the check out desk and started looking for donations. Jennifer was able to secure new countertops and add to the restoration of the library. She is always willing to jump in and support efforts.

Mrs. Delamater enjoys working with our students and staff at Mountain View. The students look up to her and appreciate her calm demeanor. She always wants what is best for kids and our school. This also means meeting with our specials team often to collaborate on instructional strategies. Mrs. Delamater pushes students to do their best and models that through her work as well. Our school, students, and families are better because Mrs. Delamater has been a part of them.

It is my extreme pleasure to recommend Jennifer Delamater as the November HUSD Classified VIP.

HUMBOLDT UNIFIED SCHOOL DISTRICT #22 MOUNTAIN VIEW ELEMENTARY SCHOOL 8601 E. LOOS DR., PRESCOTT VALLEY, AZ 86314 • PHONE (928)759-4700 • FAX (928)759-4720



November 10, 2020

HUSD Volunteer of the Month (VIP)- Mountain View Elementary School- Krystal Defilipps

Mountain View Elementary School is honored and proud to recognize Krystal Defilipps as the November HUSD Volunteer VIP. Krystal is a parent of two students here at Mountain View who has stepped up to support our students through PTA and leading many fundraising events amongst other things. Mrs. Defilipps has introduced movie nights, bingo nights, as well as expanding the Fall Festival and fundraisers through the PTA.

Mrs. Defilipps sees a need and jumps in to help. Krystal wants Mountain View students to have what they need to be successful. Krystal seeks out donations and partnerships to increase support for Mountain View. She believes that good enough is never enough. There is always a way to do more. Mrs. Defilipps puts in countless hours to find those wanted items for fundraisers so we are not wasting time or money.

Krystal is also in the midst of creating a partnership between Mountain View and M & I Windows. Unfortunately, COVID-19 has slowed it down, but she has not given up! She continues to communicate with them until we can move forward. She will never give up because she sees the value of the community partnerships and what they do for students.

For the past two years our students and PTA have been raising money for a new marquee. Krystal has been a champion of this effort. She is currently working with the company to get our new marquee. This is not a one call/email process, especially with the current closures. Krystal has not given up and stays strong on seeing it through.

Mrs. Defilipps is an example of a Mountain View parent who wants to make sure our students have lots of opportunities. Krystal doesn't just look out for her own boys, but the entire Mountain View community. Her time and efforts do not go unnoticed. She is amazing with a positive attitude towards all that she does.

It is my extreme pleasure to recommend Mrs. Krystal Defilipps, as the November HUSD Volunteer VIP.

## CONSENT Item 8A.

**Personnel Recommendations** 

#### HUMBOLDT UNIFIED SCHOOL DISTRICT #22 PERSONNEL DEPARTMENT Personnel Consent Agenda for Board Meeting on November 10, 2020

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

#### Certified Staff

1. Deborah Galliers - Resource Teacher @ HES (10/9/20)

#### Classified Staff

- 1. Katherine Allen Special Services Registration (11/20/20)
- 2. Lucia Amado Mod/Sev/Prof Aide @ CSES (10/9/20)
- 3. Kyle Bossart IS Specialist @ DO (10/12/20)
- 4. Michelle Bratt Title 1 Aide @ CSES (10/23/20)
- 5. Eric Bruhn Title 1 Aide @ CSES (10/20/20)
- 6. Maria Castro Title 1 Aide @ MVES (11/9/20)
- 7. Susan Gest Aide @ BASP (10/19/20)
- 8. Karen Holt Preschool Aide @ BFPS (10/2/20)
- 9. Harold Hunt Custodian @ CSES (FMLA 10/13/20 TO 11/24/20)
- 10. Delbert Kolbe Custodian @ BMMS (10/9/20)
- 11. Ellen Malverty Custodian @ GHMS (11/2/20)
- 12. Maricela McGill Aide @ CSES (10/9/20)
- 13. Angela Porter Mod/Sev/Prof Aide @ MVES (10/16/20)
- 14. Paula Porter Lead Custodian @ GHMS (10/20/20)
- 15. Kevin Primiterre Mod/Sev/Prof Aide @ BMHS (10/23/20)
- 16. Jennifer Rice Mod/Sev/Aide @ CSES (10/5/20)
- 17. Kimberly Sanchez F and Worker @ CSES (10/31/20)

#### Substitute + Staff

- 1. Chris Baker Coach @ BMHS (10/20/20)
- 2. Lawrence Beaudry Bus Driver @ transpo (10/12/20)
- 3. Brenda Bobinsky Coach @ BMHS (10/22/20)
- 4. Antar Brame Coach @ BMHS (10/20/20)
- 5. Samuel Castro Coach @ BMHS (10/21/20)
- 6. Annika Chamberlain Coach @ BMHS (10/20/20)
- 7. Nathan Cordova Coach @ BMHS (10/20/20)
- 8. Danial Dorsey Coach @ BMHS (10/20/20)
- 9. Angela Fairington Bus Driver @ Transpo (10/22/20)
- 10. Janice Torres Bus Aide @ Transpo (10/9/20)

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

#### Certified Staff

- 1. Claudia Chavira English Teacher @ BMHS (replaces Margarete Leivas)
- 2. Ross Herbert Social Studies Teacher @ GHMS (replaces Andrew Mraz)
- 3. Shawna O'Brien Special Education Teacher @ BMHS (replaces Roberta Deaso)

#### **Classified Staff**

- 1. Cynthia Andrews Title 1 Aide @ MVES (replaces Jennifer Pomrehn)
- 2. Benjamin Blumstein Title 1 Aide @ LTS (replaces Liana Champlin)
- 3. Roxanne Briggs After School Program Aide @ BASP (replaces Cindy Mackie)
- 4. Laurie Busk Title 1 Aide @ LVES (replaces Karen Rivenes)
- 5. Robert Erholtz Custodian @ BMHS (replaces Tim Wascher)
- 6. Adam Michael Esposito Title 1 Aide (replaces Laurie Busk)

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

#### Personnel Consent Agenda for Board Meeting on November 10, 2020

- 7. Mackenzie Fry Title 1 Aide @ MVES (replaces Jennifer Pomrehn)
- 8. Christine Fargher F and N Cook @ LVES (replaces Virginia Whitman)
- 9. Kristi Faust Registrar @ Special Services (replaces Katherine Allen)
- 10. Angely Forero F and N Worker @ LVES (replaces Ediza Gonzalez)
- 11. Andrew Karneke Custodian @ BMHS (Zack Przbylski)
- 12. Greg Kimball Mod/Sev/Prof Aide @ BMMS (replaces Justin Bitsilly)
- 13. KerryAnn Kuapahi Mod/Sev/Prof Aide @ MVES (replaces Sean Willis)
- 14. Annamaria Love Mod/Sev?prof Aide @ MVES (replaces Angela Porter)
- 15. Erika Marrufo F and N Worker @ LTS (replaces Nora Rendon)
- 16. Brandon Milliron Custodian @ BMMS (replaces Johnny Chambless)
- 17. Janel Mizzell Preschool Aide @ BFPS (replaces Jennifer Klouck)
- 18. Jessica Nobre F and N Manager @ GES (replaces Jessica Nobre)
- 19. Michael O'Connell Mod/Sev/Prof Aide @ CSES (replaces Tracie Flewellen)
- 20. Sydney Plumb Mod/Sev/Prof Aide @ GHMS (Aaron Stamper)
- 21. Dawn Quammen Mod/Sev/Prof Aide @ MVES (replaces Michele McCann)
- 22. Michael Reardon Lead Custodian @ GHMS (replaces Paul Porter)
- 23. Elzieta Tyburek Custodian @ GHMS (replaces Delbert Kolbe)
- 24. Stephanie Walters Custodian @ HES (replaces Arthur Walker)
- 25. Kristen Wise Title 1 Aide @ GES (replaces Charlee Sevenski)

#### Substitute + Staff

1. NONE

#### C. SUPPLEMENTAL CONTRACTS

#### <u>Overloads</u>

- 1. Jona Laurenco Preschool Instructor @ BFPS (overload is due to student riding the bus)
- 2. Paul Moreno SPED Instructor @ BMMS (overload is due to SPED vacancy)
- 3. Bryan Tubera Math Instructor @ BMMS (overload due to class sizes)

<u>Certified Stipends Specifically Listed on Board-approved 2020-2021 Stipend Schedule</u> (M&O-\$5,022.50.00); Tax Credit-\$00.00; General Tax Credit- \$00; SPED-\$0.00; Other- \$1,850.00)

- 1. David Boone Reading Counts @ MVES
- 2. Benjamin Blumstein 8th grade Girls Basketball Coach
- 3. Sarah Herchelman 8th grade Girls Basketball Coach @ BMMS
- 4. Merissa Monk 8th grade Girls Basketball Coach @ GHMS
- 5. Jantina Russell CTSO Advisor

#### Other Stipends

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

1. NONE

#### **D. IN-DISTRICT TRANSFERS**

#### **Certified**

1. NONE

#### **Classified**

- 1. Eric Bruhn FROM Title 1 Aide TO Mod/Sev/Prof Aide @ CSES (replaces Amanda Chapman)
- 2. Johnny Chambliss FROM Lead Custodian at BMMS TO F and N Driver/Maintenance Tech @ DO (replaces William Dunn)

#### HUMBOLDT UNIFIED SCHOOL DISTRICT #22 PERSONNEL DEPARTMENT Personnel Consent Agenda for Board Meeting on November 10, 2020

- 3. Tracie Flewellen FROM Mod/Sev/Prof Aide at CSES TO Attendance Secretary @ GHMS (replaces Linda Goodman)
- 4. John Wurtz FROM District Maintenance Tech TO Facilities Coordinator @ DO (replaces Tim Berry)

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

#### **Certified**

1. NONE

#### <u>Classified</u>

- 1. Teresa Dingee FROM 1.0 FTE Speech Pathologist TO .8 FTE Speech Pathologist
- Robert Schmidt FROM 6.5 hours Bus Driver TO 8.0 Bus Driver (1.75 FTE increase from another position)

#### F. CLASSIFIED STAFF - VOLUNTEER AGREEMENT FORM STIPENDS

1. NONE

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

1. NONE

## CONSENT Item 8B.

### Minutes

#### October 6, 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 **October 6, 2020**.

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

#### AGENDA

#### 6:30 REGULAR SESSION

#### <u>Markers</u>

- 00:05 1. WELCOME AND CALL TO ORDER
- 00:47 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY
- 01:16 3. ROLL CALL ALL PRESENT
- 02:20 4. AGENDA REVIEW/ACCEPT ACCEPTED UNANIMOUSLY
  - 5. CURRENT EVENTS
- 02:55 A. Board
- 09:14 **B.** Superintendent

#### 6. CELEBRATING SUCCESSES

- A. HUSD VIPs Jessica Bennett, Bradshaw Mountain Middle School Principal
- 18:26 1. Certified Ashley Tetreault
- 11:18 2. Classified Lori Timmons Crofutt
- 15:28 3. Volunteer Jodi Oen

#### 24:18 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 (October 6, 2020). This form can be found on the Virtual Meetings page under the School Board heading at www.humboldtunified.com.

#### ONLINE COMMENTS SUBMITTED BY: CJ DAMKO, JONA LOURENCO, MAGGIE TASS, HOLLIE NOREUIL

#### 25:12 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 September 8, 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 \$ 1,058,916.70
  - 2. Approval of Payroll voucher(s) in the amount of \$ 2,984,321.17

- D. Monthly Budget Report
- E. Monthly Student Activities Report
- F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for September 2020
- G. Request to ratify the Annual Financial Report for FY 2019-2020.
- H. Request for authorization of Site Revolving Accounts
- Request for approval of revised job descriptions for ILLP Coordinator and Instructional Specialist I. –
- J. Request for approval of waiver of conflict of interest regarding legal services provided by the Yayapai County Attorney (for agreements between Yayapai County and the District)
- K. Gifts and donations PASSED UNANIMOUSLY (ALL)

#### 9. DISCUSSION (no action will be taken)

- A. Report from Bradshaw Mountain Middle School Principal Jessica Bennett to include:
  - Quarter 1 Remote Learning and Return to in-person learning
  - Updates on the BMMS EXCEL Model / HRS •
  - Teaming at BMMS .
  - Highlights
- B. Review of Humboldt Unified School District's Pandemic Preparedness and Re-Entry plans 50:26
- 2:15:42 C. Capital Plan and B-Bond Update

#### **10. ACTION**

26:23

- A. Discussion and possible action to approve the Cost Proposal for the Glassford Hill Middle School 2:21:04 Roof Replacement Project PASSSED UNANIMOUSLY (CORRECTION TO MOTION - APPROVAL OF COST PROPOSAL WAS FOR GCON, INC)
- B. Discussion and possible action to approve the Contractor Award for the Bradshaw Mountain 2:24:26 Middle School Roof Replacement Project PASSED UNANIMOUSLY
- C. Discussion and possible action to approve an agreement with HomeTown Ticketing 2:31:03 PASSED UNANIMOUSLY
- D. Discussion and possible action to regarding Emergency Procurement for COVID needs 2:37:58 PASSED UNANIMOUSLY
- 2:43:49 E. Second Reading and possible adoption of policy revision as recommended by Human Resources

#### Professional Staff Voluntary Transfer of Accrued Sick Leave Policy GCCG PASSED UNANIMOUSLY

#### F. Second Reading and possible adoption of Policy Advisories 672-676 as presented by Arizona 2:46:23 School Boards Association

- Staff Personal Security and Safety PA 672 Regulation GBGB-R
- PA 673 Policy IHA

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- **Basic Instructional Program** PA 674 Policy JICA-RB NEW Student Dress
  - Parent Involvement in Education
- PA 675 Policy KB
- PA 676 Regulation KI-RB NEW Visitors to Schools

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PASSED UNANIMOUSLY
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2:49:01 G. Discussion and possible action to revise the Parent-Teacher Conference dates on the HUSD 2020-2021 school year calendar PASSED UNANIMOUSLY

#### 2:52:19 11. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

November 10, 2020	6:30 p.m.	Regular Meeting	@ TBD Transportation Training Room
December 8, 2020	6:30 p.m.	Regular Meeting	@ TBD
January 12, 2021	6:30 p.m.	Regular Meeting	@ TBD

#### 2:53:45 12. ADJOURNMENT ADJOURNED AT 9:27 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 <u>www.humboldtunified.com</u> on the home page, go to the School Board tab  $\rightarrow$ Board Packets  $\rightarrow$ Select Year  $\rightarrow$ 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 # 8D
FROM:	Roger Studley, Finance Director	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Monthly Budgets - Board Report	Action
		Consent X
<b>OBJECTIVE:</b>	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	<b>Unified Scl</b>	Humboldt Unified School District No. 22	Vo. 22			
Exper	nditure Bu	Expenditure Budget Balance Report		Summary Only	From Date: 10/	10/1/2020	To Date:	10/31/2020
Fiscal Year:	ear: 2020-2021	21						Budget Balance
Account	Account Number / Description	cription	Budget	Range To Date	ΥTD	Balance	Encumbrance	% Remaining Bud
Fund:	001	MAINT & OPER FUNDS Fund 001 Total:	\$0.00	\$2,473,587.09	\$8,719,416.95	(\$8,719,416.95)	\$20,384,327.87	(\$29,103,7
Fund:	011	CLASSROOM-BASE SAL Fund 011 Total:	\$0.00	\$0.00	\$70.78	(\$70.78)	\$0.00	\$)
Fund:	012	CLASSROOM-PERF PAY Fund 012 Total:	\$0.00	\$0.00	\$3,858.24	(\$3,858.24)	\$0.00	(\$3,8
Fund:	013	CLASSROOM-OTHER Fund 013 Total:	\$0.00	\$0.00	\$782.10	(\$782.10)	\$0.00	(\$7
Fund:	024	INDIAN GAMING - INSTRUCTIONAL IMPROV Fund 024 Total:	\$0.00	\$14,910.21	\$53,619.71	(\$53,619.71)	\$131,626.48	(\$185,2
Fund:	071	SEI - STRUCTURED ENGLISH IMMERSION Fund 071 Total:	\$0.00	\$15,272.68	\$45,084.20	(\$45,084.20)	\$123,106.34	0.00% (\$168,190.54) 0.00%
Fund:	110	TITLE 1 LEA Fund 110 Total:	\$0.00	\$109,655.15	\$353,648.06	(\$353,648.06)	\$831,530.42	(\$1,185,1
Fund:	111	TiTLE 1 LEA Fund 111 Total:	\$0.00	\$0.00	\$50,919.11	(\$50,919.11)	\$23,003.19	(\$73,9
Fund:	140	TITLE II-IMPROV TEACHER QUAL(14/15) Fund 140 Total:	\$0.00	\$6,993.63	\$65,516.31	(\$65,516.31)	\$65,474.12	(\$130,9
Fund:	141	TITLE II-IMPROV TEACHER QUAL(15/16) Fund 141 Total:	00.0\$	\$0.00	\$12,188.85	(\$12,188.85)	\$0.00	(\$12,1
Fund:	190	TITLE III LEP PROGRAM Fund 190 Total:	00.0\$	\$491.56	\$4,876.26	(\$4,876.26)	\$3,988.46	(\$8,8
Fund:	191	TITLE III LEP PROGRAM (FY20)						%0 <b>0</b> .0
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# Humboldt Unified School District No. 22

			Humboldt	t Unified Sc	Humboldt Unified School District No. 22	No. 22			
Expe	Inditure B	Expenditure Budget Balance Report	ice Report		Summary Only	From Date: 10/	10/1/2020	To Date: 1(	10/31/2020
Fiscal Year: Account Num	Fiscal Year: 2020-2021 Account Number / Description	<b>021</b> scription		Budget	Range To Date	ΥTD	Balance	Encumbrance 6	Budget Balance % Remaining Bud
			Fund 191 Total:	\$0.00	\$0.00	\$752.87	(\$752.87)	8	(\$752.87)
Fund:	195	TARGETED S	TARGETED SUPPORT & IMPROVEMENT GRN1						0.00%
	0		Fund 195 Total:	\$0.00	\$368.81	\$9,001.31	(\$9,001.31)	\$2,099.56	(\$11,100.87) 0.00%
Fund:	196	IARGETED S	TARGETED SUPPORT & IMPROVEMENT GRNT Fund 196 Total:	\$0.00	\$0.00	\$3,641.83	(\$3,641.83)	\$0.00	(\$3,641.83) 0.00%
Fund:	220	IDEA - BASIC - ENT Fund 2:	C - ENT Fund 220 Total:	\$0.00	\$85,874.26	\$253,744.10	(\$253,744.10)	\$546,213.12	(\$799,957.22)
Fund:	221	IDEA - PRESC Fi	IDEA - PRESCHOOL GRANT Fund 221 Total:	\$0.00	\$2,062.38	\$6,678.55	(\$6,678.55)	\$13,605.04	0.00% (\$20,283.59)
Fund:	260	CTE BASIC GRANT Fund 24	3RANT Fund 260 Total:	\$0.00	\$3,562.02	\$8,546.99	(\$8,546.99)	\$0.00	0.00% (\$8,546.99)
Fund:	261	CTE BASIC GRANT Fund 2	SRANT Fund 261 Total:	\$0.00	\$1,885.00	\$3,819.14	(\$3,819.14)	\$9,664.81	0.00% (\$13,483.95)
Fund:	290	MEDICAID OUTREACH Fund 290 T	NUTREACH Fund 290 Total:	00.0\$	\$1,339.65	\$15,127.52	(\$15,127.52)	\$0.00	0.00% (\$15,127.52)
Fund:	291	MEDICAID DIRECT Fund 2	NRECT Fund 291 Total:	\$0.00	\$54,919.07	\$129,638.34	(\$129,638.34)	\$463,314.67	0.00% (\$592,953.01)
Fund:	349	NAT'L FOREST FEES Fund 349	ST FEES Fund 349 Total:	\$0.00	\$181,391.70	\$524,140.22	(\$524,140.22)	\$679,082.37	0.00% (\$1,203,222.59)
Fund:	353	TAYLOR GRAZING Fund 3	AZING Fund 353 Total:	\$0.00	\$535.73	\$2,265.01	(\$2,265.01)	\$4,679.44	0.00% (\$6,944.45)
Fund:	400	CTE PRIORITY PROGRAM Fund 400 Tota	TY PROGRAM Fund 400 Total:	\$0.00	\$2,960.58	\$3,299.58	(\$3,299.58)	\$9,420.09	0.00% (\$12,719.67)
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		Humboldt I	Unified Sc	Humboldt Unified School District No. 22	lo. 22			
Exper	nditure Bu	get Balance Report		Summary Only	Date:	10/1/2020	To Date:	10/31/2020
Account	riscal fear: 2020-2021 Account Number / Description	cription	Budget	Range To Date	ΥTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund:	457	RESULTS - BASED FUNDING						0.00%
		Fund 457 Total:	\$0.00	\$324.00	\$45,900.40	(\$45,900.40)	\$0.00	0 (\$45,900.40) 0.00%
Fund:	483	SAFE SCHOOLS Fund 483 Total:	\$0.00	\$0.00	\$5,843.03	(\$5,843.03)	\$4,105.70	0 (\$9,948.73) 0 00%
Fund:	485	WRP Fund 485 Total:	\$0.00	\$16,892.64	\$68,849.33	(\$68,849.33)	\$138,935.76	(\$207,7
Fund:	500	SCH PLANT- > 1 YR Fund 500 Total:	\$0.00	\$1,500.00	\$1,500.00	(\$1,500.00)	\$56,718.36	6 (\$58,218.36) 0.00%
Fund:	510	FOOD SERVICE Fund 510 Total:	\$0.00	\$132,398.11	\$448,809.98	(\$448,809.98)	\$1,623,882.88	(\$2,072,6
Fund:	515	CIVIC CENTER Fund 515 Total:	\$0.00	\$856.05	\$13,783.39	(\$13,783.39)	\$10,197.94	(\$23,9
Fund:	522	BEFORE/AFTER SCHOOL PROGRAM Fund 522 Total:	\$0.00	\$5,194.46	\$16,766.68	(\$16,766.68)	\$46,834.07	(\$63,6
Fund:	523	BRIGHT FUTURES PRESCHOOL Fund 523 Total:	\$0.00	\$0.00	\$223.65	(\$223.65)	\$1,000.00	0.00% (\$1,223.65)
Fund:	525	AUX OPERATIONS Fund 525 Total:	\$0.00	\$1,967.76	\$30,097.11	(\$30,097.11)	\$62,536.50	(\$92,6
Fund:	526	ACT FEES TAX CRED Fund 526 Total:	\$0.00	\$3,612.92	\$8,170,43	(\$8,170.43)	\$38,063.95	(\$46,2
Fund:	530	GIFTS & DONATIONS Fund 530 Total:	\$0.00	\$5,469.18	\$15,968.53	(\$15,968.53)	\$15,518.08	(\$31,4
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			Humboldt Unified School District No. 22	thool District	No. 22			
Expe Fiscal \	Expenditure Bud Fiscal Year: 2020-2021	схрепаниге Биадет Багапсе керогт Fiscal Year: 2020-2021	<u>)</u>	Summary Only	From Date: 10/1/2020	0/1/2020	To Date:	10/31/2020 Budget Balance
Accoun	Account Number / Description	escription	Budget	Range To Date	ΥTD	Balance	Encumbrance	% Remaining Bud
Fund:	550	INSURANCE PROCEEDS						
		Fund 550 Total:	\$0.00	\$0.00	\$1,273.00	(\$1,273.00)	\$5,000.00	0 (\$6,273.00) 0.00%
Fund:	551	INSURANCE - AEI						
		Fund 551 Total:	\$0.00	\$533.65	\$2,138.69	(\$2,138.69)	\$4,676.64	4 (\$6,815.33) 0.00%
Fund:	555	TEXTBOOKS						2000
		Fund 555 Total:	\$0.00	\$0.00	\$2,999.60	(\$2,999.60)	\$100.00	0 (\$3,099.60) 0.00%
Fund:	570	INDIRECT COSTS						
		Fund 570 Total:	\$0.00	\$55,441.69	\$193,637.27	(\$193,637.27)	\$490,404.36	6 (\$684,041.63) 0.000
Fund:	596	JTED - MTN. INSTITUTE						
		Fund 596 Total:	\$0.00	\$13,609.06	\$59,538.72	(\$59,538.72)	\$152,233.29	9 (\$211,772.01)
Fund:	610	CAPITAL OUTLAY						0.00%
		Fund 610 Total:	\$0.00	\$57,539.76	\$782,176.90	(\$782,176.90)	\$339,179.94	4 (\$1,121,356.84)
Fund:	691	BUILDING RENEWAL GRANT - SFB						o/ nn'n
		Fund 691 Total:	\$0.00	\$62,674.18	\$70,142.93	(\$70,142.93)	\$223,730.91	1 (\$293,873.84) 0.00%
Fund:	850	STUDENT ACTIVITIES						
		Fund 850 Total:	\$0.00	\$27.91	\$412.91	(\$412.91)	\$1,213.40	) (\$1,626.31) 0.00%
Fund:	855	EMPLOYEE INSURANCE						
		Fund 855 Total:	\$0.00	\$444,723.81	\$1,559,334.64	(\$1,559,334.64)	\$3,693,884.36	5 (\$5,253,219.00) 0.00%
		Grand Total:	\$0.00	\$3,758,574.70	\$13,598,203.22	(\$13,598,203.22)	\$30,199,352.12	2 (\$43,797,555.34) 0.00%
			End of Report	leport				

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## 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:	November 10, 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

October 2020

	Beginning	OCCODEN	2020			
	Balance	Revenue	Expended	Balance	Incumbered	Available Cash
Coyote Springs 133						
Student Council	1,603.19	-	-	1,603.19	-	1,603.19
Granville 135						
Chorus/Choir	348.41	-	_	348.41	-	348.41
Student Council	1,594.29	-	-	1,594.29	-	1,594.29
Humboldt 131						
Student Council	5,342.26	139.70	-	5,481.96	-	5,481.96
Lake View 110						
Student Council	5,857.87	-	-	5,857.87	-	5,857.87
Liberty Traditional 134						
Jr Optimists	185	-	-	185	-	185
Student Council	3,883	-	-	3,883	-	3,883
Mountian View 132						
Student Council	1,728	-	-	1,728	-	1,728
Subtotal ES	20,542	140	-		-	20,682
Brad Mntn MS						
Ntl Honor Society	2,792	-	-	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,747	-	-	2,747	-	2,747
Glassford Hill MS						
Ntl Honor Society	84	_	-	84	-	84
Student Council	5,793	-	385	5,408	600	4,808
Subtotal MS	11,793	-	385		600	10,808
Brad Mntn HS	ŗ					,
Art	352		-	352	-	352
AVID	332			332	-	342
Baseball	20		_	20		20
DECA	633		-	633	491	141
FBLA	252		_	252	491	252
French Club	33			33		33
G.O.A.L.S Club	61	-		61	_	61
Girls Basketball	216	-		216		216
HOSA/Nursing	4,579			4,579		4,579
HOSA/SportsMedicine	1,224		-	1,224		
Interact	3,193		-	3,193	-	1,224 3,193
JROTC	1,536	-	-	1,536		1,536
Mu Alpha Theta	1,550			1,330		1,550
Ntl Art Honor Society	434	-	28	406	122	284
Ntl Honor Society	2,202					
P.A.L.S.	2,202		-	2,202	-	2,202
Student Council	3,616		-	3,616		
Upward Bound	37			37		3,616
		-		10		)
Subtotal HS TOTAL Student	21,002	-	28		613	20,360
Activities	53,337	140	413	-	1,213	51,850

## 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:	November 10, 2020	Discuss	
SUBJECT:	Ratifications of Expenditures for Contracts / Work Agreements & Supplementals	Action	
	a Supplementals	Consent	х

#### OBJECTIVE: Board Governance

#### SUPPORTING DATA:

This is the approval of ratifications of all Contracts, Work Agreements and Supplementals from October 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 October during the 2020-2021 fiscal year.

#### Sample Motion:

I move to approve the ratification of all Contracts, Work Agreements and Supplementals from October during the 2020-2021 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)

## RATIFICATION OF EXPENDITURES

(Contracts, Work Agreements, Supplementals)

Contract Type	Name	Primary Job Title	<b>Check Location</b>	Hire Date
Classified	BEHM, SHALOM R	F&N MANAGER	MVES	8/20/2018
CLASSIFIED	BENNETT, KAI G	COACH	Stipend	10/31/2016
Classified	<b>BLEVINS, ALICIA</b>	MOD SEV PROF AIDE	GHMS	10/7/2020
CERTIFIED	BOONE, DAVID H	TEACHER	MVES	8/18/1992
CLASSIFIED	<b>BRIGGS, ROXANNE M</b>	HOMEWORK/ACTIVITY CLB AID	BMHS-E	10/9/2020
CLASSIFIED	<b>BRIGGS, ROXANNE M</b>	HOMEWORK/ACTIVITY CLB AID	BMHS-E	10/9/2020
Classified	BUSK, LAURIE A	TITLE   AIDE	LVES	8/18/1994
Classified	CAO, VAN H	F&N WORKER II	BMHS-W	10/8/2020
Classified	CHAMBLESS, JOHNNY R	F&N DRIVER/PRVNT MAINT	BMHS-E	2/9/2016
Certified	CHAVIRA, CLAUDIA G	TEACHER	BMHS-W	7/31/2017
Classified	ERHOLTZ, ROBERT D	CUSTODIAN	BMHS-W	10/29/2020
Classified	FARGHER, CHRISTINE K	F&N COOK	LVES	10/26/2020
Classified	FORERO, ANGELY D	F&N WORKER	LVES	10/2/2020
CLASSIFIED	GITTINS, ROBERT J	COACH	Stipend	9/28/2020
Certified	KNOTTS, RACHAEL C	TEACHER	GES	9/29/2020
Classified	KUAPAHI, KERRYANN	MOD SEV PROF AIDE	MVES	10/8/2020
OVERLOAD 1ST SEM	LOURENCO, JONA R	TEACHER	<b>BMHS-E</b>	7/31/2017
Classified	MALVERTY, ELLEN	CUSTODIAN	GHMS	10/5/2020
Classified	MARRUFO, ERIKA	F&N WORKER	LTS	10/19/2020
Classified	MILLIRON, BRANDON W	LEAD CUSTODIAN	BMMS	10/6/2020
Classified	MILLIRON, BRANDON W	LEAD CUSTODIAN	BMMS	10/6/2020
Classified	MIZZELL, JANEL	PRESCHOOL AIDE	BMHS-E	10/9/2020
OVERLOAD 1ST SEM	MORENO, PAULA L	TEACHER	BMMS	7/30/2018
Certified	OBRIEN, SHAWNA A	TEACHER	BMHS-W	10/29/2020
Classified	<b>OCONNELL, MICHAEL E</b>	MOD SEV PROF AIDE	CSES	10/19/2020
CLASSIFIED	OWENS, JASON C	содсн	Stipend	11/2/2020
Classified	PIERSON, SAYAKA	RESOURCE AIDE	LVES	10/7/2020
Classified	SAMUEL, KATHRYN N	MOD SEV PROF AIDE	LVES	10/1/2020
OVERLOAD 1ST SEM	TUBERA, BRYAN A	TEACHER	BMMS	7/28/2014
Classified	WALTER, STEPHANIE A	CUSTODIAN	HES	9/8/2020
CLASSIFIED	WHEELER, KIM H	SCHOOL NURSE	GHMS	10/17/2016
Classified	WISE, KRISTEN J	TITLE I AIDE	GES	10/23/2017

## CONSENT Item 8G.

Annual Approval of Parent/Citizen/Booster Organizations FY 20-21

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8G
FROM:	John Pothast, Superintendent	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Annual approval of Parent/Citizen/Booster organizations	Action
		Consent X
OBJECTIVE:	Board Goal #3: To Increase Parental & Community Engageme	ent

#### SUPPORTING DATA

Governing Board Policy KJA requires that Parent/Citizen/Booster organizations seeking to be approved by the school and District must be approved by the Governing Board. Parent/Citizen/Booster organizations must provide:

- A. Name of the organization and school affiliation.
- B. Written statement of purpose.
- C. A current list of officers including their corresponding contact information.
- D. Bylaws.
- E. If applicable, a copy of the Articles of Incorporation, including the organization's 501(c)(3) "Not for Profit" status letter from the Internal Revenue Service. Parent/citizen organizations can obtain their own 501(c)(3) determinations from the Internal Revenue Service.
- F. Employer Identification Number.
- G. Certificate of Insurance (one million dollar [\$1,000,000] policy) naming the District as additional insured.

The following organizations have submitted the required documentation and they are on file with the District's Finance Department.

- BMHS PTSA
- BMHS Baseball Spirit Boosters
- BMHS Lady Bears Basketball Boosters
- BMHS Basketball Boosters
- BMHS Performing Bears PTO
- BMHS Football Boosters
- BMMS PTA

- GHMS PTO
- CSES PTO
- GES PTO
- HES PTA
- LTS PTO
- MVES PTA

#### **SUMMARY & RECOMMENDATION**

It is recommended that the Governing Board approve recognition for the listed organizations for the 2020-2021 school year.

#### Sample Motion

I move to approve recognition of the Parent/Citizen/Booster organizations as presented for the 2020-2021 school year.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

## CONSENT Item 8H.

## Amendment #1 for IGA with YCETC

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 H
FROM:	Dr. Rob Bueche, Executive Director of Educational Services & Federal Programs	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Intergovernmental Agreement (IGA) with Yavapai County Educational Technology Consortium and HUSD	Action
		Consent X
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement	
	Goal #2: To Focus on Planning for Future Student Needs	

#### SUPPORTING DATA:

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

In the process of finalizing the IGA, the YCETC Board of Directors happened upon three reasons why an amendment needed to be done.

- First, during the process of renewal, the County Attorney questioned why YCETC is not an "Arizona Non Profit Corporation", since they are a 501(c) 3 tax exempt organization under the United State Internal Revenue Service.
- Second, even though becoming an "Arizona Non-Profit Corporation" before the Arizona Corporation Commission (ACC) is not required, it does have several advantages, such as being a separate lawful entity.
- Third, charitable organizations prefer, and in some cases and for some donation amounts, require that designation. This may lead to additional funds forthcoming, upon the completion of this designation.

The agreement has been reviewed and approved by legal counsel.

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

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

#### Sample Motion:

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

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

#### Amendment No. 1 to Intergovernmental Agreement for Yavapai County Educational Technology Consortium, July 1, 2020 to June 30, 2030

In accordance with A.R.S. § 11-952, and to facilitate the Consortium's work including but not limited to its role and involvement with the E-Rate program, broadband administration, State and federal grants, and acceptance of private donations, the Parties hereby authorize the Consortium to form a separate legal entity to be known as the Yavapai County Educational Technology Consortium, Inc. The entity is to be an Arizona nonprofit corporation governed by the Board of Directors as provided in the Amended Bylaws, dated June 18, 2009.

Dated , 2020

Humboldt Unified School District No. 22

Ву\_\_\_\_\_ Its authorized agent

#### Approval of Attorney for Humboldt Unified School District No. 22

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

Mane DeChander 10-8-20 Attorney for the District Date

# CONSENT Item 8I.

ADE Food Program Permanent Service Agreement

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Jody Buckle, Food & Nutrition Department	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Signing of Food Program Permanent Service Agreement for NSLP At Risk application	Action
		Consent X
<b>OBJECTIVE:</b>	Goal #2 Planning for Future Student Needs	

#### **SUPPORTING DATA:**

It is necessary to sign a separate Food Program Permanent Food Service Agreement in order to complete the application process through Arizona Department of Education (ADE) for serving at risk snacks and dinners for Humboldt's after school program here at the Bradshaw Mountain East Campus.

NSLP At Risk is the food program which allows us to feed the after school care students reimbursable meals at no charge to the students. I would like to request the Superintendent, Director of Finance and Director of Food Nutrition be listed as signers. This Agreement defines the role of the School Food Authority and the State Agency. Two original signed copies must be submitted to the State Agency.

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

It is recommended that the Governing Board approve and sign the Permanent Food Service Agreement.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Jody Buckle (928)759-5012



Health and Nutrition Services 1535 West Jefferson Street Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2019

School District 200/14 UN, FIED

("SCHOOL FOOD AUTHORITY (SFA)' (Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SFA pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SFA is a public agency). If the SFA is a public agency, the SFA is authorized to enter into this Agreement pursuant to

(to be completed by the SFA)

\*

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SFA enters into this Agreement with the BOARD for participation in one or more of the following programs:

	1.	National School Lunch Program	(CFDA No. 10.555)
	2.	School Breakfast Program	(CFDA No. 10.553)
	3.	Special Milk Program	(CFDA No. 10.556)
	4.	Summer Food Service Program	(CFDA No. 10.559)
4	5.	At-Risk Afterschool Meals Component of the CACFP	(CFDA No. 10.558)



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#### FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2019

#### A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SFA for the above designated programs operated by the SFA in accordance with the following regulations, and any amendments, which are applicable to such programs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220), Summer Food Service Program Regulations (7 CFR part 225), and At-Risk Afterschool Meals Program Regulations (7 CFR part 226). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

#### **B. PROVISIONS FOR ACCEPTING FUNDS**

The SFA agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SFA further agrees to administer these programs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

#### C. PROGRAM REQUIREMENTS OF THE SFA

The SFA agrees that, for each site listed on the site portion of the application, it will conduct the above designated program(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each program (unless the requirement is restricted to a particular program):

#### 1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1). Comply with State Revenue Matching set forth in 7 CFR 210.17.
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the program. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SFA, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service; and must comply with the nutrition standards of the Smart Snacks regulations of Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010.

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- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.
- d. Plan menus in order to meet the requirements of Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must include all information necessary to support the claiming of reimbursable meals, and how meals contribute to meal pattern requirements, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- **g.** Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures, or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- I. Conduct verification in accordance with 7 CFR part 245.6a. Report verification results to the AGENCY no later than February 1, each year. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SFA's designated official submitting the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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- 1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SFA with <u>more</u> than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
- 2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year-round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
- 3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, multiplied by an attendance factor. This attendance factor will be developed by the AGENCY.
- 4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
- 5. SFA shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each program include:
  - (I) daily number of meals served to children, by category and type of meal;
  - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the program, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and
  - (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).



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- **n.** Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
- **o.** The penalties specified in 7 CFR part 210.26 shall apply to any SFA who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regard to claims submitted.
- **p.** Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 Provision 3 or the Community Eligibility Provision (CEP) are exempt, except they shall do a total count of all children at the point of service.
- **q.** Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
- **r.** Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
- s. Maintain necessary facilities for storing, preparing and serving food and milk in accordance with local health department requirements.
- t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SFA application to participate in the programs, or in withholding of reimbursement funds.
- **u.** Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those programs as specified in 7 CFR parts 210.21(d) and 220.16(d) and in accordance with the Buy American Provision.
- v. Any contracting for the furnishing of meals or management of the entire food service under any program must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SFA shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SFAs contracting with a FSMC shall comply with 7 CFR part 210.16.
- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior



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to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of program operations. Written approval must be received from the AGENCY prior to both parties entering into contract.

- x. Individuals with access to AGENCY technology systems associated with the administration of the program shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. Access to AGENCY technology systems shall not be provided to consultants, consulting firms or FSMCs contracting with SFA. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a program authorized by the NSLA and CNA shall establish a local school wellness policy that meets regulation set forth in 7 CFR 210.31. The policy must include, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards as specified in Public Law 111-296, Section 204. SFAs must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SFAs shall also tri-annually measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- **z.** As defined in the NSLA, the SFA shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the program, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition program shall only be required to obtain two (2) food safety inspections per year if the nutrition programs offered use the same facilities for the production and service of meals.
- ab. SFAs that operate the National School Lunch Program, or the School Breakfast Program, must establish and implement professional standards hiring standards for school nutrition program



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directors; and professional standards training standards for directors, managers, and staff, as defined in 7 CFR 210.30.

#### D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

- 1. The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and AGENCY directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SFA receives federal financial assistance from the AGENCY; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
- 2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SFA, or in recognition of the public interest to be served by the furnishing of services to the SFA, or any improvements made with federal financial assistance extended to the program SFA by the AGENCY.
- 3. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized AGENCY personnel during hours of program operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the AGENCY shall have the right to seek judicial enforcement of this assurance.
- 4. This assurance is binding on the SFA, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the AGENCY. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.
- 5. AGENCY and SFA shall maintain information on civil rights complaints, if any, submitted and/or received by the SFA, AGENCY, and their resolutions.

#### E. EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political



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affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American 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.

#### F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SFA recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

#### G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SFA mutually agree that:

- 1. With the approval of the AGENCY, sites may be added or deleted from the site portion of the application as the need arises, and the references herein to the site portion of the application shall be deemed to include the most recently approved sites.
- 2. The AGENCY shall promptly notify the SFA of any change in the minimum meal requirements or the assigned rates of reimbursement.
- 3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
- 4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2019 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2020, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
- 5. The SFA's participation in the program(s) under this Agreement is conditioned upon the AGENCY's approval of the SFA's on-line application to the AGENCY, a fully executed written Agreement with the AGENCY, and, in the event the SFA contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SFA's contract(s) with a FSMC



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prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SFA.

- 6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
- 7. The SFA shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any program for which the SFA has received funds. If the SFA fails to make such repayment within thirty (30) days after demand by the AGENCY, SFA shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
- 8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
- 9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

#### H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SFA must supply copies of its program application, Free and Reduced-Price Policy Statement and Addendums to the AGENCY. The Free and Reduced-Price Policy Statement will be a permanent document shall be updated when district policy or procedures pertaining to the Free and Reduced-Price process are modified.

#### I. CONFLICT OF INTEREST; CANCELLATION

- 1. No employee, officer or agent of the SFA who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SFA, shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).
- 2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political



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subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SFA receives written notice of the cancellation unless the notice specifies a later time.

#### J. AGREEMENT INTERPRETATION AND AMENDMENT

- 1. <u>No Parole Evidence</u>. 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 term used in this document.
- 2. <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3. <u>Written Agreement Amendments</u>. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

#### K. THIRD PARTY ANTITRUST VIOLATIONS

The SFA assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SFA toward fulfillment of this Agreement.

#### L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

#### M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SFA shall retain and shall contractually require each



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subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SFA shall produce the original of any or all such records.

#### N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

- 1. The SFA warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
- 3. Failure to comply with a state audit process to randomly verify the employment records of the SFA shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
- 4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SFA is complying with the warranty under paragraph 1 of this Section.

#### O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SFA. Pursuant to 7 CFR part 210.25, whenever it is determined that the SFA has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the Agreement in whole, or in part. The SFA may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SFA shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

#### P. CERTIFICATION

The SFA certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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**USDA Foods AGREEMENT** 

(Applicable to SFAs receiving USDA Foods)

#### **Policies/Procedures**

- 1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute donated food to eligible SFAs. SFAs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SFA. The SFA is responsible for establishing a credit application and purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SFA becomes 30 days late from the agreed credit terms. Failure to pay will result in the account being temporarily suspended until the account is brought current and/or termination of participation and non-renewal of USDA Foods Program.
- 2. The SFA agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
- 3. The SFA agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SFA ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SFA is to notify the AGENCY within 24-48 hours when any loss of, or damage to, USDA Foods occurs.
- 4. The SFA shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SFA. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the program.
- 5. The SFA shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
- 6. The SFA shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
- 7. The SFA shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SFA shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a program is terminated.



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- 8. Funds received by the SFA from sales of salvable containers or salvage of USDA Foods shall be deposited in SFA's Non-Profit Food Service Account.
- 9. SFAs may elect to participate in the USDA Foods processing programs. Cost of the processing and distribution of the end product will be incurred by the SFA. Participants shall:
  - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
  - b. Release USDA Foods only to the AGENCY approved processor;
  - c. Maintain records to support purchase of processed commodity end products; and
  - d. Be held responsible to fulfill commitments to the AGENCY and processor.
- 10. The SFA shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SFA shall also allow inspection of all records including financial records pertaining to the USDA Foods.
- 11. FSMCs are encouraged to utilize USDA Foods in the preparation of meals for eligible SFAs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SFA will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
  - a. Any donated food will be used only to benefit the SFA's feeding operation;
  - b. Proper inventory controls will be maintained;
  - c. All books and records of the FSMC pertaining to the feeding operation of the SFA will be available for the period indicated in Section M of this Agreement; and
  - d. The responsibility will be clearly defined for who (the SFA or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



Health and Nutrition Services 1535 West Jefferson Street Phoenix, Arizona 85007

#### FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

#### SPECIAL MILK PROGRAM AGREEMENT (Applicable to those SFAs participating in Special Milk Program)

- 1. The SFA agrees to operate a nonprofit milk service.
- 2. The SFA agrees to submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
- 3. The SFA agrees to make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
- 4. The SFA agrees to make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
- 5. The SFA agrees to make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
- 6. The SFA agrees to claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
- 7. The SFA agrees to maintain full and accurate records of each program operation including the number of halfpints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
- 8. The SFA agrees to furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).

#### SUMMER FOOD SERVICE PROGRAM

(Applicable to those SFAs participating in Summer Food Service Program)

- 1. The SFA agrees to operate the Summer Food Service Program in compliance with Title 7, Part 225 of the Code of Federal Regulations.
- 2. The SFA agrees to operate the Summer Food Service Program in compliance with State or local health and safety standards.
- 3. The SFA agrees to provide meals through the Summer Food Service Program to children ages 18 and under or people 19 years of age and over who have a mental or physical disability and who participate in a public or private non-profit school program during the school year.



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#### FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

- 4. The SFA agrees to only claim reimbursement for approved meals served through the Summer Food Service Program. Meals served prior to State agency approval shall not be claimed. SFAs are financially responsible for any meals served prior to annual approval from the State agency.
- 5. The SFA agrees to claim reimbursement for meals served while school is not in session, with State agency approval.
- 6. The SFA agrees to only claim reimbursement for those meals that meet or exceed the minimum Federal standards established for meals, and to maintain documentation of the foods and portions served to meet these standards.
- 7. The SFA agrees to claim all meals at the free rate of reimbursement at area-eligible sites in the attendance boundary of a school where 50% or more of the children qualify for free or reduced-price meals or 50% or more of the children in the census block group are eligible for free and reduced-price school meals. The only exception is for children enrolled in a residential camp. Residential camps must collect income eligibility information for each enrolled child and can only claim meals at the free rate for children who qualify for free or reduced-price meals.
- 8. The SFA agrees to provide Summer Food Service Program meals at no charge. The only exception is for residential camps. Residential camps may charge for meals served to children who do not qualify for free or reduced-price meals.
- 9. The SFA agrees to maintain children on site while meals are consumed.
- 10. The SFA agrees to maintain documentation of the following for each serving site: program operating and administrative costs; funds accruing to the program; training of staff; monitoring of sites; the number of meals prepared/delivered, by type, each day; the number of complete first meals, complete second meals, excess meals or left-over meals, meals to program adults and meals to non-program adults served each day; daily meal production records; and daily menus.
- 11. The SFA may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SFA cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
- 12. The SFA agrees to monitor each site according to regulations.
- 13. The SFA agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
- 14. The SFA agrees to retain final financial and administrative responsibility for its program.



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#### FOOD PROGRAM PERMANENT SERVICE AGREEMENT

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#### AT-RISK AFTERSCHOOL MEALS COMPONENT of the CACFP: (Applicable to those SFAs participating in At-Risk Afterschool Meals)

- 1. Provide proof that all non-school affiliated at-risk sites are in compliance with all state and local health and safety requirements for certifications.
- 2. Provide organized, regularly scheduled education or enrichment activities in a structured and supervised environment for children in a nonresidential setting.
- 3. Provide snack and/or meal at no charge to all children through the age of 18.
- 4. Receive reimbursement at the applicable free rate for all snacks or meals served. If meals or snacks are served during the school week, service time must be after the school day. Meals/snacks may be served on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
- 5. Operate in an attendance area of a school where at least 50% or more of the children are eligible ("area eligible") for free or reduced-price school meals.
- 6. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986 (501c3).
- 7. Maintain menus for each snack and/or meal service.
- 8. Maintain daily production records of food prepared and served.
- 9. Serve meals/snacks in accordance with NSLP meal pattern requirements or CACFP meal pattern requirements.
- 10. Maintain daily records indicating the number of children in attendance, and all other records required by ADE. The SFA shall not claim more than one (1) meal and more than one (1) snack per child per day. The SFA will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year. Schools claiming snack under NSLP, may claim a meal, but cannot claim snacks under At-Risk Meals.
- 11. Document training sessions for management and staff including dates, locations and topics.
- 12. All expenses must be allocated to the non-profit school food service account. SFAs may follow the NSLP procurement standards in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22.
- 13. Document revenue from participant payments, federal reimbursement, food sales to adults, and donations.
- 14. Provide adequate supervisory and operational personnel for management and monitoring.



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- 15. Conduct site reviews two times per year: the first review should occur during the first four weeks of operation and the second review can occur at any time prior to the end of the school year.
- 16. Certify that responsible principals are not on USDA's National Disqualification List.

#### CLEAN AIR/CLEAN WATER ACT COMPLIANCE (Applicable to SFAs receiving \$100,000 or more in federal funds)

- 1. The SFA agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protections Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
- 2. The SFA further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
- 3. The SFA further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
- 4. The SFA additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
- 5. The SFA further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SFA also agrees to notify the EPA Assistant Administrator for Enforcement.



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#### FOOD PROGRAM PERMANENT SERVICE AGREEMENT

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(5)

#### **CERTIFICATION PAGE** (Applicable to SFAs with governing boards only; must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1)County in which the governing board is located.
- Name of governing board member authorized to sign this certification page. (2)
- City in which governing board meeting regarding the Food Program Permanent Service Agreement was held. (3)
- (4) Date of governing board meeting.
- (5) Legal name of the SFA.
- (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
- Signature of governing board member (same name as on line (2) of this certification page). (7)Please note that a governing board member cannot designate himself or herself as the Designated Official.

#### **CERTIFICATION**

State of Arizona ) County of (1) YAVAPAI I, (2) , the duly appointed or elected and qualified Name of Governing Board Member member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3) Arizona, on (4) , this governing board, by motion made, seconded and carried. approved and authorized execution of an agreement between the Humboldt UNIFIED School District and the State Board of Education (BOARD) for the purpose of participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period beginning July 1, 2019. (6) JODY BUCKLE has been designated by the governing board to sign this Agreement. Name of Designated Official (Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7)

Signature of Governing Board Member (Same as (2) above)



**Health and Nutrition Services 1535 West Jefferson Street** Phoenix, Arizona 85007

**FOOD PROGRAM** PERMANENT SERVICE AGREEMENT Revised Summer 2019

SIGNATURE PAGE

#### AGREED TO AND SIGNED:

1. Joby BULKLE Ford & Notrition Director Josey Buckle (Print or Type Name and Title) Agignature of Designated Official if applicable) [Same as item (6) on Certification Page]

Hunddet UNIFIED School District 10/1/2020 (SFA) (Date)

Address 6411 NORTH ROBERT ROAD BLOG 200 PRESCOTT VALLEY AZ B6314

**OTHER AUTHORIZED SIGNERS** 

(Print or Type Name and Title) 2.

(Signature)

3. Arthur Studies Director of Finance (Print or Type Name and Title)

(Signature)

4.

(Print or Type Name and Title)

(Signature)

FOR OFFICIAL USE ONLY STATE BOARD OF EDUCATION

(Superintendent of Public Instruction or Designee) 1535 West Jefferson, Phoenix, Arizona 85007 (Date)

## CONSENT Item 8J.

## NACOG-Head Start Food Service Provider

#### HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 J
FROM:	Jody Buckle, Director of Food and Nutrition Arthur Studley, Director of Finance	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	NACOG – Head Start Annual Contract Renewal – Food Service Provider	Action
		Consent X
<b>OBJECTIVE:</b>	Goal #2: Planning for Future Student Needs	

#### **SUPPORTING DOCUMENTATION:**

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

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

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

#### SUMMARY & RECOMMENDATION:

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

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

### STANDARD AGREEMENT TO PROVIDE FOOD SERVICE

BETWEEN A CHILD CARE INSTITUTION AND A CATERER

#### 2020-2021

This agreement ("Agreement") is entered into on October 1, 2020 by and between <u>Northern Arizona Council Of</u> <u>Governments Head Start CTD #03-26-02-000</u> ("Institution") and <u>HUMBOLDT UNIFIED SCHOOL DISTRICT</u> ("Caterer") for meals in accordance with the rules and regulations of the Child and Adult Care Food Program (CACFP). The total estimated contract amount is: \$80,000.

#### BACKGROUND

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

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

Therefore, both parties agree as follows:

#### AGREEMENT

#### 1. Terms and Conditions

- 1.1. <u>Duration</u>: This Agreement shall become effective after both parties sign it and Arizona Department of Education (ADE) approves it. The Caterer shall provide meals during the period beginning on October 1, 2020 and ending on September 30, 2021.
- 1.2. <u>Food Services:</u> The Caterer agrees to prepare **breakfast/lunch/snack** for delivery and/or serving to the site(s) specified in Paragraph 1.3, per the required menu planning option specified in Section 2.1. The Institution has approved the menu, which is incorporated into this Agreement by this reference.
- 1.3. <u>Service Site(s)</u>: For the purpose of this Agreement, the Caterer shall make and deliver meals that comply with the CACFP and this Agreement to the food service site(s) at the following location(s): Prescott Valley Head Start, Prescott Valley Early Head Start, Nye Child and Family Development Center, Humboldt Head Start, and Liberty Head Start.
- 1.4. <u>Delivery Requirements:</u> The Caterer shall make deliveries of the meals only to the authorized Site(s) specified in Paragraph 1.3 within the hours and on the days designated below. The Caterer shall make deliveries on the following day(s) and time(s): <u>All centers Monday-Thursdays at 7:30 AM and 10:30 AM; Nye and Prescott Valley Early Head Start on Fridays at 7:30 AM and 10:30 AM.</u>
- 1.5. Meal Prices: The Caterer's price for each meal type as based on the Institution's written estimate of meals needed, except as provided in Section 2.2.6. The prices shall be firm for the term of the contract. Each Breakfast meal is \$ 1.82

   Each Lunch meal is \$ 3.27
   Each Snack meal is \$ 0.88
   Each Supper meal is \$ N/A
   Delivery Per Actual Miles Traveled \$0.445/mile

#### 2. Program Regulations

2.1. Meal Pattern and Food Preparation:

Arizona Department of Education CACFP Informal Catering Contract Template 8.11.20 - Page 1 of 16



2.1.1. The Caterer shall assure that each meal provided to the Institution under this Agreement meets the minimum requirements as to the meal pattern and nutritional content as specified and approved by the CACFP.

2.1.2. All meals served under the Program shall meet the requirements of 7 CFR 226.20. [7 CFR 226.6(i)(10)]

2.1.3. The Caterer shall work with the Institution regarding requests made to meet USDA and ADE menu and meal pattern best practices.

2.1.4. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the SA (State Agency) determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the SA (State Agency) may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the SA (State Agency) has evidence indication that this requirement is necessary to ensure compliance with 7 CFR 226.20. [7 CFR 226.6(i)(11)]

2.1.5. The Caterer shall not subcontract any portion of this Agreement.

#### 2.2. Menu Preparation and Approval:

2.2.1 The Caterer must provide menus to the Institution on a weekly basis if no cycle menus are used; or, if cycle menus are used, they must be furnished monthly or as the cycle runs. [7 CFR 226.6(i)(4)]

2.2.2. The Caterer shall provide the Institution, for approval, a proposed menu for the designated operational period at least **10 business days** prior to the beginning of the period to which the menu applies.

2.2.3. The Institution shall notify the Caterer in writing within 5 business days of receipt of the next period's proposed cycle menu, of any changes, additions, or deletions.

2.2.4. Any changes to the menu made after Institution approval must be agreed upon by the Institution and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties.

2.2.5. The Caterer shall adjust the menus at the request of the Institution whenever the Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of

- (1) a monotonous diet resulting from items served frequently or the similarity to other items;
- (2) the nutritional needs of the participants;
- (3) susceptibility to spoilage; or
- (4) excessive waste resulting from unpopularity of items with participants.

2.2.6. The Institution shall be responsible for informing the Caterer of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours of when the meal is delivered to the site.

2.2.7. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request, except that in the case of spoilage, adjustment shall be made in such a manner that the participants in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

#### 2.3. Meal Accommodations:

2.3.1. The Institution is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate participants with disabilities. Modifications would include providing special meals, at no extra charge, to participants with a disability when the disability restricts the participant's diet. Modification requests shall be supported by a written statement in accordance with CACFP program policies, signed by a licensed healthcare professional per HNS 11-2015. If the

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modification can be made while adhering to the CACFP meal pattern, the modification must be supported by the CACFP Participant Menu Modification Form and can be signed by a parent or guardian.

2.3.2. The Institution and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for participants with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

#### 2.4. Meal Delivery:

2.4.1. The Caterer's meal delivery vehicle must be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.

2.4.2. During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.

2.4.3. During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below  $41^{\circ}$  F at all times and be transported in containers capable of maintaining temperatures at or below  $41^{\circ}$  F.

2.4.4. The Caterer must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Caterer's temperature log must be made available to the Institution when requested.

#### 2.5. Meal Estimates:

 $\overline{2.5.1.}$  The Institution shall provide in writing, before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the Institution each day.

2.5.2. The Caterer shall allow the Institution to increase or decrease the number of meal orders, as needed, when the request is made in writing within **24 hours** of the scheduled delivery time. [7 CFR 226.6(i)(9)]

2.5.3. Errors in meal order counts made by the Institution shall be the sole responsibility of the Institution.

#### 2.6. Menu Records and Documentation: [7 CFR 226.15(e)]

2.6.1. The Caterer shall maintain full and accurate records/production worksheets that document:

- (1) The menus provided to the Institution during the term of the agreement;
- (2) A listing of all components of each meal; and
- (3) An itemization of the quantities and portion sizes of each component used to prepare each meal.

2.6.2. The Caterer agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

2.6.3. The Caterer shall also maintain and make available:

(1) Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;

(2) Records of nutrition information for whole grain rich foods, breakfast cereals, and yogurts. See Exhibit A for specific record types. [HNS Memo #27-2018];

(3) Such cost records as invoices, receipts, or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records; and

(4) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Institution. Meal count documentation must include the number of meals requested by the Institution in writing.

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#### 2.7. <u>Records:</u>

2.7.1. The Caterer shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement.

2.7.2. The Caterer shall make books and records pertaining to operations under this Agreement available to the Institution at any reasonable time. The records are subject to inspection or audit by a certified public accountant hired by the Institution, representatives of the Arizona Department of Education (ADE), the US Department of Agriculture (USDA), the US General Accounting Office, and the USDA Office of Inspector General (OIG) at any reasonable time and place.

2.7.3. The Institution shall have the right, at its expense, to inspect and audit the books and records of the Caterer to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Caterer's place of business.

2.7.4. The Institution shall assure records are being completed daily and kept on file.

#### 2.8. Health Certification and Safety:

2.8.1. The Institution must have the County required number of Food Safety Inspections completed at each site in which meals are served.

2.8.2. The Caterer must have the County required number of Food Safety Inspections completed every year at the facility in which meals are prepared. The Caterer shall maintain this health certification for the duration of the agreement. The Caterer must provide a copy of the current health inspection with this agreement.

2.8.3. The Caterer shall provide the Institution with copies of the current health inspections. The Caterer also agrees to notify the Institution of the results of any health inspection that is made during the duration of this agreement.

2.8.4. The Caterer shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements.

2.8.5. The Caterer shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. [7 CFR 226.6(i)(3)]

#### 2.9. Licenses:

2.9.1. The Caterer shall maintain, in current status, all Federal, State, and local licenses and permits required for the operation of the business conducted by the Caterer.

2.9.2. The Caterer must have a State or local "Permit to Operate" for any facility where it prepares meals. The Caterer shall maintain a current "Permit To Operate" for the duration of the agreement. **The Caterer must provide a copy of the Permit to Operate with this agreement.** 

#### 2.10. Invoicing/Payment:

2.10.1. The Caterer shall present to the Institution an invoice accompanied by reports no later than the **15th** day of each **month** which itemizes the previous period's delivery.

2.10.2. The Institution shall pay the Caterer by the **30th** day of each **month** the full amount as presented on the itemized invoice.

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2.10.3. The Institution shall pay the Caterer for all meals delivered when due in accordance with the Agreement.

2.10.4. The Institution shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice.

2.10.5. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed for each food component specified in 7 CFR 226.20, or do not otherwise meet the requirements of this Agreement.

2.10.6. No deduction in payment shall be made by the Institution unless the Institution notifies the Caterer in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

2.10.7. The Caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement.

2.10.8. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the Institution for any excess costs the Institution incurs by obtaining meals from another source. [7 CFR 226.6(i)(7)]

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

- 2.11. <u>Program Compliance:</u> The Institution shall assure that the Caterer has a copy of 7 CFR 226.20, the Meal Pattern that is to be followed, and all other technical assistance materials pertaining to the food service requirements of the CACFP. The Institution will, within twenty-four (24) hours of receipt from ADE Health & Nutrition, advise the Caterer of any changes in the food service requirements.
- 2.12. <u>Program Regulations:</u> The Caterer shall be in conformance with the applicable portions of the Institution's agreement under the program. [7 CFR 226.6(i)(6)]

#### 3. Specific Institution Responsibilities

- 3.1. <u>Cleaning</u>: The Institution shall be responsible for cleaning the eating areas daily.
- 3.2. <u>Contract Documents:</u> The Institution will work with the Caterer to prepare all contract documents.
- 3.3. Institution Representative Duties:

3.3.1. The Institution shall ensure that an Institution representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivery.

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

3.4. Procurement:

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

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

3.4.3. The Institution will conduct all procurement for the Child Nutrition Programs in accordance with 2 CFR 200.318-326.

#### 4. General Terms

- 4.1. <u>Advice of Counsel:</u> Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this agreement. Arizona Department of Education (ADE) is not a party to any contractual relationship between the Institution and the Caterer. ADE is not obligated, liable, or responsible for any action or inaction taken by the Institution or the Caterer based on this agreement. ADE's review of the agreement is limited to assuring compliance with Federal and State procurement requirements and program regulations. ADE does not review or judge the fairness, advisability, efficiency, or fiscal implications of this agreement.
- 4.2. <u>Affordable Care Act</u>: The Caterer understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Caterer shall bear sole responsibility for providing health care for its employees who provide service to the Institution as required by Federal or State law.
- 4.3. <u>Agreement Modification, Nonperformance, or Default</u>: This Agreement constitutes the entire understanding between the Caterer and the Institution with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing, signed by the duly authorized officers of the Institution and the Caterer, and approved by ADE. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Institution.
- 4.4. <u>Amendments to the Agreement:</u> The parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add, or delete an Article or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment and after ADE approves it.
- 4.5. <u>Applicable Law:</u> The law of the State of Arizona shall govern this Agreement.
- 4.6. <u>Assignment:</u> This Agreement may not be assigned by either party without the prior written consent of the other party.
- 4.7. <u>Authority:</u> The Institution is the responsible authority without recourse to USDA or ADE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this agreement. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
- 4.8. <u>Civil Rights Compliance:</u> The Caterer shall ensure compliance that in the operation of the Program, no participant shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and Institutions shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and Department of Agriculture regulations on nondiscrimination. [7 CFR 210.23(b)]

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- 4.9. <u>Construction and Effect:</u> A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or Agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation.
- 4.10. Contract Termination:

4.10.1. Either party may, at any time during the life of this Agreement, terminate this Agreement without cause by giving thirty (30) days written notice to the other party of its intention to do so.

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

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

4.10.4. The Institution may terminate this Agreement under Arizona Revised Statutes 38-511 (Cancellation for conflict of interest - www.azleg.state.az.us/ars/38/00511.htm) for a violation of that statute. This notice complies with the requirements of that statute.

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

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

4.10.6. Availability of Funds: The Institution may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Institution shall give the Caterer prompt written notice after it knows that funding will not be available. No liability shall accrue to the Institution in the event this provision is exercised, and the Institution shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 4.11. <u>Employment:</u> The Caterer shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment. USDA is an Equal Opportunity Provider.
- 4.12. <u>Energy Policy and Conservation Act</u>: The Caterer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) [Appendix II to 2 CFR 200(H)]
- 4.13. <u>Equal Employment Opportunity</u>: The Caterer shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [Appendix II to 2 CFR 200(C)]
- 4.14. <u>E-Verify Requirement:</u> The Caterer shall comply with all Federal immigration laws and regulations relating to employees and shall comply with A.R.S. 23-214, Subsection A (After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

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#### 4.15. Indemnification:

4.15.1. The Caterer shall indemnify, defend and hold the Institution harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Caterer's negligent act or omission, theft by the Caterer's employees, or the negligent or intentional acts or omissions of the Caterer's agents or employees. The Caterer shall defend any suit against the Institution alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

4.15.2. The Institution shall promptly notify the Caterer in writing of any claims against the Caterer or the Institution and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the Institution's consent. However, if the Caterer refuses or neglects to defend any such suit, the Institution may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.

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

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

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

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

- 4.17. <u>Non-Discrimination</u>: The Caterer shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Caterer shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. The Caterer agrees to comply with all applicable Federal and State laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.
- 4.18. <u>Payroll Taxes and Costs</u>: The Caterer shall pay its employees directly and shall withhold and pay all applicable Federal and State employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes, and workers' compensation costs.

#### 5. Caterer Certification Statements

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

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- 5.2. <u>Conflict of Interest</u>: The Caterer's signature on this Agreement indicates there is no conflict of interest associated with the award of this Agreement. No one employed by the Institution is related to or has any other personal or professional relationship with the Caterer and/or his/her family.
- 5.3. <u>Contract Work Hours and Safety Standard Act</u>: The Caterer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5). [Appendix II to 2 CFR 200(E)]
- 5.4. <u>Debarment, Suspension, Ineligibly, and Voluntary Exclusion</u>: By signing this Agreement, the Caterer certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. [Appendix II to 2 CFR 200(H)]

6. Signatures	
For the Institution:	For the Caterer:
Signature	Signature
Chris Fetzer	
Name of Representative NACOG Executive Director	Name of Representative
Title of Representative	Title of Representative
121 E Aspen Ave Mailing Address Street/PO Box	Mailing Address Street/PO Box
Flagstaff, AZ 86001 Mailing Address City, State, Zip Code	Mailing Address City, State, Zip Code
(928) 774-9504 Telephone	Telephone
Chris.Fetzer@nacog.org E-Mail Address	E-Mail Address
Date	Date

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	Certificate of	Independent Price Determin:	tion
Both t	he School Food Authority and the Caterer (Offer	or) shall execute this Certificate of Ir	dependent Price Determination.
Hum	nboldt Unified School District	NACOG Head S	Start
Name	of Caterer	Name of School For	od Authority
(A)	By submission of this Offer, the Offeror certif organization, that in connection with this proc		ch party thereto certifies as to its own
	<ol> <li>The prices in this Offer have bee Agreement, for the purpose of restric or with any competitor;</li> </ol>	en arrived at independently, without c ting competition, as to any matter rel	consultation, communication or ating to such prices with any other Offer
	disclosed by the Offeror and will no	t knowingly be disclosed by the Offe	in this Offer have not been knowingly ror prior to opening in the case of an urement, directly or indirectly to any oth
	(3) No attempt has been made or wi submit, an Offer for the purpose of n		ny person or firm to submit or not to
<b>(B</b> )	Each person signing this Offer on behalf of th	e Caterer certifies that:	
			n the organization for the decision as to icipate, in any action contrary to (A)(I)
	decision in certifying that such perso	been authorized in writing to act as : ns have not participated and will not their agent does hereby so certify; an	agent for the persons responsible for such
invest prohi	e best of my knowledge, this Caterer, its affilia igation by any governmental agency and have bited by State or Federal law in any jurisdiction act, except as follows:	not in the last three years been con	avicted or found liable for any act
Signal	ture of Cateror's Authorized Representative	Title	Daté
	epting this Offer, the Institution certifies that rdized the independence of the Offer referred		i bas taken any action which may have
		Health & Nutrition Mana	ger
	ure of Institution rized Representative	Title	Dzte



#### Summary of Recordkeeping Requirements

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

Meal Pattern	a Recordkeeping		
Food Items	<ul> <li>Recordkeeping Required</li> <li>Product Label and at least one of the following: <ul> <li>"Whole Wheat" statement on the label* (bread and pasta products only)</li> <li>Any State agency's WIC-approved whole grain food list</li> <li>Label that includes one of the FDA-approved Health Statements</li> <li>Ingredients List</li> <li>One or more acceptable forms of Whole Grain-Rich documentation for the National School Lunch Program;</li> <li>Manufacturer Documentation or Standardized Recipe</li> </ul> </li> </ul>		
Whole Grain-Rich Foods			
Breakfast Cereals	All of the following: • Product Label • Nutrition Facts Label • Ingredients List		
Yogurts	<ul><li>Both of the following:</li><li>Product Label</li><li>Nutrition Facts Label</li></ul>		
Products with Child Nutrition (CN) Labels	Both of the following: • Product Label • CN Label		

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



## Breakfast Meal Pattern for the CACFP Child and Adult Care Food Program

Required Components at Breakfast: fluid milk, vegetables/fruits/portions of both, and a grain are required components at breakfast. Flexibility: a meat/meat alternate may be served in place of the entire grain component up to 3 times per week.

required Got hoot les h	s di Drednidsi.		10 10 10 10 10 10 10 10 10 10 10 10 10 1	
Food Components and Food	Required minimum serving size by age group			
Items	Ages 1-2	Ages 3-5	Ages 0-18"	Adults
Fluid Milk <sup>1</sup>	4 fl oz or 1/2 cup	6fl oz or 3/4 cup	8 flozor i cup	ð flozor í cup
Vegetables. Fruits, or Portions of Both <sup>2</sup>	1/4 cup	1/2 cup	1/2 cup	1/5 crib
Grains (oz eq):				
Bread	1/2 slice	1/2 slice	1 slice	2 slices
Bread products, i.e. biscurts, rolls, muffins	s/2 serving	1/2 serving	1 serving	2 servings
Cooked breakfast cereal*. cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 CUP	1 cup
Ready-to-eat breakfast cereal	(dry. cold)			
Flakes or rounds	1/2 cup	1/2 cup	1 cup	2 cups
Puffed cereal	3/4 CMP	3/4 cup	1-1/4 CUD	2-1/2 cups
Granola	1/8 cup	1/8 cup	1/4 сцр	i/2 cup
Meat/Meat Alternates <sup>5</sup> Optional May be served in place of a grain no more than 30 per week	1/2 OZ	1/2 02	1 OZ.	2 02
Beans or peas	1/8 cup	1/8 cup	1/4 cup	i∕2 cup
Natural or processed cheese	1/2 05	1/2 02	1.02	202
Cottage or ricotta cheese	1/8 cup or 1 oz	1/8 cup or 1 oz	1/2 cup or 2 or	1/2 cup or 4 bit
Eggs	1/4 large egg	1/4 large egg	1/2 large egg	1 large egg
Lean meat, poultry, or fish	1/2 qunce	t/2 ounce	1 ÓŻ	2 <b>6</b> 2
Peanut builter, soy nut butter, or other mut/seed builters	i tablespoon	1 tablespoon	2 tablespoons	4 lablespoons
Tota (store-bought or commercially prepared)	L/B cup or 1.1 oz with at least 2.5g of protein	1/8 cup or 11 oz with at least 2.5g of protein	3/4 cup or 22 or. with at least 59 of protein	1/2 cup or 44 or with at least 10g of protein
Yogurt	1/4 cup or 2 oz	1/4 CUP OF 2 OZ	1/2 CUP OF 4 OZ	1 CUP OF 8 CZ

Fluid milk served must be pastewized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item. Adult participants may be served yogurt in place of milk once per day.

Pasteurized full-strength jace may only be served once per day. As a best practice, jace should be limited to no more than twice per week and should not be served when milk is also being served.

<sup>3</sup> All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be <u>whole</u> <u>orain-rich</u>. <u>Grain-based desserts</u> do not count towards meeting the grains requirements.

\* Breakfast cereats, including hot cereat and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz

Meat and meat alternates, may be used to meet the entire grains requirement a maximum of three times a week.

Yogurts must contain no more than 23 grams of sugar per 6 ounces.

Serving sizes for participants ages 13-18 applies to emergency shelters and at-nsk afterschool programs.

Meal Pattern | April 2020 | Astrona Department of Education | This institution is an equal opportunity provider

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## Lunch/Supper Meal Pattern for the CACFP Child and Adult Care Food Program

All five components must be served at lunch and supper. Flexibility: a second different vegetable can be served in place of the fruit component.

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Food Components and Food	Required minimum serving size by age group				
items	Ages -2	Ages 3-5	Ages 6-18"	Adults	
Fluid Milk <sup>1</sup>	4 fl oz or 1/2 cup	6 fl oz or 3/4 cup	8 fl oz or 1 cup	8 fl oz or 1 cup <sup>2</sup>	
Meat/Meat Alternates	1 OZ	1-1/2 oz	2 oz	2 oz	
Lean meat, poultry, or fish	1 OZ	1-1/2 OZ	2 oz	2.02	
Tofu, soy product, or alternate protein products <sup>3</sup>	1 ÓZ	1-1/2 oz	2 oz	2 OZ	
Cheese	1 OZ	1-1/2 oz	2 OZ	2 OZ	
Large egg	1/2	3/4	1	1	
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	
Peanut butter, soy nut butter, or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp	
Yogurt <sup>4</sup>	4 oz or 1/2 cup	δ oz or 3/4 cup	8 oz or 1 cup	8 oz or 1 cup	
Peanuts, soy nuts, tree nuts, or seeds <sup>5</sup>	1/2 OZ	3/4 oz	102	1 OZ	
Grains (oz eq) <sup>s</sup>					
Bread	1/2 slice	1/2 slice	1 slice	2 slices	
Bread products, i.e. biscuits, rolls, muffins	1/2 serving	1/2 serving	1 serving	2 servings	
Cooked breakfast cereal <sup>®</sup> , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1 cup	
Vegetables <sup>6</sup>	1/8 cup	1/4 cup	1/2 cup	1/2 cup	
Fruits <sup>6,7</sup>	1/8 cup	i/4 cup	1/4 cup	1/2 cup	

Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item.

<sup>2</sup> ADULTS ONLY: Adult participants may be served yogurt in place of milk once per day. Milk is optional at supper.

3 Alternate protein products must meet the requirements in <u>Appendix A to Part 226</u>.

- 4 Yogurts must contain no more than 23 grams of sugar per 6 ounces.
- No more than 50% of the meat/meat alternate requirement shall be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate at lunch and supper.

 Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no morethan twice per week and should not be served when milk is also being served.

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

All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirements.

<u>Breakfast cereals</u> including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz.
 Serving sizes for participants ages 13-18 applies to emergency shelters and at-risk afterschool programs.

Meal Pattern | April 2020 | Arizona Department of Education | This institution is an equal opportunity provider.



## Snack Meal Pattern for the CACFP Child and Adult Care Food Program

		tive components to s	CIVE OF SIGER.	of the state of the
Food Components and Food	Required minimum serving size by age group			
Items	Ages 1-2	Ages 3-5	Ages 6-18"	Adults
Fluid Milk <sup>1</sup>	4 fl oz or 1/2 cup	4 fl oz or 1/2 cup	8 fl oz or i cup	8 fl oz or 1 cup²
Meat/Meat Alternates	1/2 oz	1/2 oz	1 OZ	1 oz
Lean meat, poultry, or fish	1/2 oz	1/2 oz	1 OZ	1 OZ
Tofu, soy product, or alternate protein products <sup>3</sup>	1/2 oz	1/2 oz	102	1 oz
Cheese	1/2 oz	1/2 oz	1 OZ	1 oz
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	i/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter, soy nut butter, or other nut or seed butters	1 tbsp	1 ibsp	2 tbsp	2 tbsp
Yogurt4	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup	4 oz or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1/2 oz	1/2 oz	1 02	1 oz.
Grains (oz eq)*				
Bread	1/2 slice	1/2 slice	t slice	1 slice
Bread products, i.e. biscuits, rolls, muffins	1/2 serving	1/2 serving	1 serving	1 serving
Cooked breakfast cereal?, cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Ready-to-eat breakfast cereal? (	dry, cold)			
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1-1/4 cup	1-1/4 cup
Granola	1/8 cup	1/8 сир	1/4 cup	1/4 cup
<b>Vegetables</b>	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Fruits	1/2 cup	i/2 cup	3/4 cup	1/2 cup

Select at least two of the five components to serve at mack.

<sup>1</sup> Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item.

<sup>2</sup> ADULTS ONLY: Adult participants may be served yogurt in place of milk once per day.

3 Alternate protein products must meet the requirements in <u>Appendix A to Part 226</u>.

<sup>4</sup> Yogurts must contain no more than 23 grams of sugar per δ ounces.

<sup>5</sup> Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no more than twice per week and should not be served when milk is also being served.

All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirements.

7 <u>Breakfast cereals</u>, including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz. Serving sizes for participants ages 13-18 applies to emergency shelters and at-risk afterschool programs.

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## Exhibit E - CACFP Arizona Menu Best Practices



The CACFP provides a unique opportunity to shape lifelong nutrition behavior. The Arizona Department of Education (ADE) and the United States Department of Agriculture (USDA) have best practices to ensure participants receive the best nutrition possible while in care. Incorporating just a few or all of the best practices provides participants with nutritious meals and increases the quality of your menu.

## USDA

- Make at least 1 of the 2 required snack components a vegetable or a fruit
- Serve only unflavored milk to all participants
  - ) Offer a variety of fruits, especially whole fruits
- ] Limit serving processed meals to no more than one serving per week
- Provide 2 or more servings of whole grain-rich grains per day
- Serve only natural cheeses and choose low-fat or reduced-fat cheeses

## ARIZONA

- Serve lettuce with an additional vegetable for the vegetable component
- Limit 100% fruit or vegetable juice to twice per week or less / Empower Standard
- Increase variety! Limit crackers and breakfast cereat
- Limit combined entrées to three components or less to ensure a side at all meals.
- Offer a variety of dark green, red. orange. and deep yellow vegetables. including root vegetables and dried peas & beans
- Source seasonal & local foods to feature on the menu
  - Cook from scratch! Limit commercially processed or frozen entrees



## **Navigating Menu Changes**

Permanent Change: You can change your menu at any time. Your assigned specialist is available for support but does not need to approve changes. Did you discover a new exciting entrée? Go for it?

One-Time Change: Find inspiration from your farmers market and feature local seasonal foods at any time. Just mark your one-time substitution on your posted menu.

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## Exhibit F - CACFP Sample Menu

Week of to		Center Name: (Solect One)		We proudly participate in the Child and Adult Care Food Programt For information about the CMCFP, please ask our staff.	
BREAKFAST	MÓN	TUES	WED		
Grain or Meat/Meat Alt	BOLW1	1,053	WELF	THURS	FRI
Fruit/Vegetable				the second s	
Fluid Milk					
Estra	and the second	Charge of the Constant of the	ter and the second	the state of the s	
AM SNACK	and the second se				Contraction Contraction
Component 1				the second s	
Component 2	and the second sec		A CONTRACTOR OF		
Extra		alored by case of the design of the second		and the second	
LUNCH			Contraction of the	NO. MARTINE STATISTICS OF STATISTICS	and the second
Meat/Alternate					
Grain			Million Contraction		
Veretable			In the Case of the		
Fruit or Vegetable					
Fluid Milk					
Extra					A COMPANY OF CONTRACTOR
PM SNACK				The second s	
Component 1					
Component 2			A CARL NO.		
Extra					
SUPPER	A MARKED PROVIDENT OF A		Margue and	States and the Manager	
Meat/Alternate	And the second process of			Contract Contraction Contract	
Grain					a statistic and the second
Vegetable					
Frist or Vegetable					
Fluid Milk			N. W. Start		
Extra					
EVENING SNACK					
Component 1			and the second second		
Component 2			C. C. SYLER		
Extra					
Actonyms: WW: Whole Wheet WGR: Whole Grain-Rich	Identification of Wined Foods (is the same septer perches becaus)	Required Disclaimers: All parts served are 100% Whole milk will be served	10 child:en 12-21.m	ernhe, Guldnen 74 months and older t	all be served 1% or fat-free rolls.

HIN: Homemade CN: CN Labeled Food Item

-4. offered and mode available to participants throughout the day?

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# CONSENT Item 8K.

Yavapai County Waiver-Water Bottle Stations

TO:	Humboldt Unified School District Governing Board	Item # 8K
FROM:	Candice Blakely and Kim Grant, CSES & MVES Principals	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Refillable Water Bottle Stations	Action
		Consent x
OBJECTIVE:	Goal #2 Planning for Future Student Needs	

#### SUPPORTING DATA

The Yavapai County Health Department is donating and installing one Refillable Water Bottle Station each to Coyote Springs Elementary and Mountain View Elementary as a part of the Yavapai Healthy Schools program. CSES will have theirs installed outside the cafeteria and MVES will have theirs installed in the gym. During Covid, drinking fountains have to be turned off but water bottle fillers can be used to keep students hydrated and healthy.

## SUMMARY & RECOMMENDATIONS

The administration recommends the waiver/release of liability and hold harmless agreement to be approved by the Board, including the donation and installation of two water bottle fillers at CSE and MVES.

#### Sample Motion

I move to approve the waiver/release of liability and hold harmless agreement for two water bottle filling stations for Coyote Springs Elementary School and Mountain View Elementary School.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Candice Blakely at 759-4305 or Kim Grant at 759-4705

## Waiver/Release of Liability and Hold Harmless Agreement For Water Bottle Refilling Stations or Refillable Water Bottle Fountains at Schools in Humboldt Unified School District No. 22

In consideration of Yavapai County providing installation of water bottle refilling stations or refillable water bottle fountains at schools in Humboldt Unified School District No. 22, presently agreed to be in the cafeteria at Coyote Springs Elementary School and in the gym at Mountain View Elementary School, in Fiscal Year/School Year 2020-21, Humboldt Unified School District No. 22 represents, covenants, and agrees as follows:

- 1. Humboldt Unified School District No. 22 acknowledges that accepting water bottle refilling stations or refillable water bottle fountains at schools in Humboldt Unified School District No. 22 involves certain risks or dangers (some of which may not be fully appreciated) and that bodily injury, death, property damage, loss, expense or other harm could occur to Humboldt Unified School District No. 22 or others. Humboldt Unified School District No. 22 accepts and voluntarily incurs any and all risks or danger of injury, death, property damage, loss, expense or harm which arise from having water bottle refilling stations or refillable water bottle fountains installed at schools in Humboldt Unified School District No. 22, regardless of whether or not caused in whole or in part by the alleged or actual negligence of Yavapai County, its officials, employees, and volunteers (hereinafter collectively the "County").
- 2. Humboldt Unified School District No. 22 agrees to be responsible for all maintenance, upkeep, and repairs of water bottle refilling stations or refillable water bottle fountains at schools in Humboldt Unified School District No. 22. Any warranties that may be provided to the County by the manufacturers or contractor that installs water bottle refilling stations or refillable water bottle fountains at schools in Humboldt Unified School District No. 22 will be jointly held by Humboldt Unified School District No. 22 and the County, to the extent such warranties are transferrable.
- 3. Humboldt Unified School District No. 22 waives and releases any and all claims against the County for any and all bodily injuries, death, property damages, losses, expenses or harm, whether known or unknown, which arise having water bottle refilling stations or refillable water bottle fountains installed at schools in Humboldt Unified School District No. 22, regardless of whether or not caused in whole or in part by the alleged or actual negligence or other fault of the County. Humboldt Unified School District No. 22 waives, releases, and forever discharges the County from such bodily injuries, death, property damage, loss, expense, or harm.
- 4. Humboldt Unified School District No. 22 agrees to indemnity and hold the County harmless from any and all claims, liabilities, damages, costs, losses, or expenses (including but not limited to reasonable attorney fees and other litigation cost and expense) incurred by the County as the result of any claims, lawsuits or administrative authority that Humboldt Unified School District No. 22 (or anyone claiming by, under or through Humboldt Unified School District No. 22) may file against the County to recover any and

Page 1 of 2

Waiver/Release of Liability and Hold Harmless Agreement for Water Bottle Refilling Stations or Refillable Water Bottle Fountains at Schools in Humboldt Unified School District No. 22 all liabilities, damages, costs, losses or expenses which arise during or result from having water bottle refilling stations or refillable water bottle fountains installed at schools in Humboldt Unified School District No. 22, regardless of whether or not caused in whole or in part by the alleged or actual negligence or other fault of the County.

- 5. Humboldt Unified School District No. 22 has carefully read and reviewed this Waiver/Release of Liability and Hold Harmless Agreement. Humboldt Unified School District No. 22 understands it fully, agrees to its terms, and executes it voluntarily.
- 6. This Waiver/Release of Liability and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Dated this	day of	, 2020.
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Humboldt Unified School District No. 22 Governing Board 6411 N. Robert Road Prescott Valley, AZ 86314

By:

Governing Board President

Page 2 of 2 Waiver/Release of Liability and Hold Harmless Agreement for Water Bottle Refilling Stations or Refillable Water Bottle Fountains at Schools in Humboldt Unified School District No. 22

# CONSENT Item 8L.

ASDB Agreement -Amendment #1

TO:	Humboldt Unified School District Governing Board	Item # 8L
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	ASDB Addendum	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

ASDB provides vision and hearing support to students who are blind, deaf, or who have a vision or hearing impairment. Currently, a student is enrolled with HUSD and attending ASCEND. The student has a vision consult on his IEP. This addendum allows ASDB to provide that service as a part of our five-year agreement.

This addendum will follow the same pricing structure and funding source as all HUSD enrolled students receiving ASDB services. The addendum has been reviewed by legal counsel.

## **SUMMARY & RECOMMENDATION**

The addendum with ASDB allows services to be provided for an HUSD student attending ASCEND school.

#### Sample Motion

I move to approve Amendment #1 to Agreement between the Arizona State Schools for the Deaf and the Blind and the Humboldt Unified School District.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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



Amendment #1 to Agreement between the Arizona State Schools for the Deaf and the Blind and the Humboldt Unified School District

## **INTRODUCTION**

The Arizona State Schools for the Deaf and the Blind ("ASDB") and the undersigned participating public school, the Humboldt Unified School District ("Participating School") agree to the following amendment to the January 2016 Regional Cooperative Agreement ("Agreement"). This Amendment will be effective as of the date of the last signature below.

The Agreement contains the terms and conditions by which the parties will cooperate in providing services for children with hearing and vision impairments. Pertinent to this amendment, the Agreement requires the Participating School to provide transportation necessary to enable its qualified students to access services provided by ASDB available through the Cooperative at the Participating School or another Participating School within the area covered by the regional cooperative. Agreement, Responsibilities, Section IV, (A) (2) (a).

However, the Participating School has requested that the ASDB provide qualified services to a Qualified Student at the ASCEND Autism Spectrum Center because the Participating School's IEP Team determined that appropriate services were not available at the Participating School. The ASDB has agreed to provide qualified services to the Qualified Student at the ASCEND Autism Spectrum Center subject to the execution of this Amendment

The ASCEND Autism Spectrum Center is an approved private placement day school for special education students as a result of a signed Statement of Assurances with the Arizona Department of Education which is required to be renewed annually.

Based upon a signed Statement of Assurances, the Participating School issued a Purchase Order to place the Qualified Student at the ASCEND Autism Spectrum Center.

This Amendment is intended to authorize the ASDB to provide qualified services to the Qualified Student placed by the Participating School's IEP Team at the ASCEND Autism Spectrum Center based on the Participating School's determination of the unavailability of the appropriate services in the District.

This amendment requires that the Participating School reimburse ASDB for its costs in providing services according to the Fee for Services, Agreement, Financing, Instructional Costs, Fees for Service Section V, (C) (2).

Accordingly, unless specifically modified by this Amendment, all the terms and conditions in the Agreement remain the same.

Page 1 of 2

## RESPONSIBILITIES, Section IV (A) (2) (a) -ADD THE FOLLOWING:

- (a) Such services may be provided at a site other than a Participating School if the ASDB agrees that the services can be provided in accordance with the IEP to the Qualified Student at a mutually agreed upon site.
  - 1. The Participating School is required to ensure that the site of services is an approved private day placement with a signed Statement of Assurances with the Arizona Department of Education. Additionally, the Participating School must have a current Purchase Order with the private day placement. The Participating School must notify ASDB immediately if the site of services no longer has an executed Statement of Assurances or the Participating School no longer has a valid Purchase Order. The Participating School will be responsible for the payment of all services provided by ASDB to the Qualified Student until the Participating School notifies ASDB in accordance with the Agreement. Agreement, Termination, Section VI (B) or as amended below.

DURATION, TERMINATION, AND DISPOSITION OF PROPERTY, Section VI (B) (1) ADD THE FOLLOWING:

(c) **Unilateral.** Either party may terminate the Agreement by providing written notice of Termination at least 90 days prior to the termination. ASDB shall continue to provide services, through the Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.

ARIZONA STATE SCHOOLS FOR THE DEAF AND THE BLIND	HUMBOLDT UNIFIED SCHOOL DISTRICT
Dr. Kristen Rex Date Assistant Superintendent	John Pothast Date Superintendent
Legal Counsel for Arizona State Schools for the Deaf and the Blind	Legal Counsel for Humboldt Unified School District
Debra Sterling Date Assistant Attorney General	Print Name:

# CONSENT Item 8M.

**BMMS Gate Agreement** 

TO:	Humboldt Unified School District Governing Board	Item # 8 K
FROM:	John Pothast, Superintendent	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Bradshaw Mountain Middle School Gate Letter of Agreement	Action
		Consent X
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs Goal #3: To Increase Parental and Community Engagement	

## SUPPORTING DATA

Historically, there has been a gate in the southeast corner of the perimeter fencing around Bradshaw Mountain Middle School. Students who live in the neighborhood south of the school used that gate to walk to and from school. Recently, the property owners of the land between the school campus and Highway 69 enclosed their property with continuous fencing, and in doing so, removed the gate our students used to walk to and from school. In order to walk to or from school, those students must now walk along the school's entrance road to Bradshaw Mountain Road, over to Highway 69, then either walk along the shoulder of the highway or in the ditch next to the highway, in order to get back into their neighborhood.

A different property owner who owns a parcel of land in the same corner where the original gate was, has generously offered to:

- 1. reinstall the gate on their fence,
- 2. create a walking path across the corner of their property, from the gate to Dewey Road, and
- 3. allow our students to use the gate, and path, to walk to and from school again.

#### SUMMARY & RECOMMENDATION

In order to relieve the property owners of any liability, in the unlikely event that a student should get hurt while using the pathway, we have drafted the attached Letter of Agreement with the property owners. It is recommended that the Governing Board approve this Letter of Agreement between the school district and the property owners.

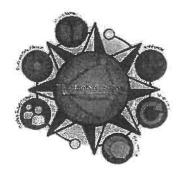
#### Sample Motion

I move to approve the Letter of Agreement between the Humboldt Unified School District and property owners, Mr. and Mrs. Philip Munchinsky.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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



## **Humboldt Unified School District**

Providing a comprehensive, world-class education for all students

Via U.S. Mail and Email

October 21, 2020

Kristen and Philip Munchinsky 20 South Dewey Road Dewey, AZ 86327

## **RE:** Letter Agreement

Dear Mr. and Ms. Munchinsky:

The purpose of this letter is to confirm the Humboldt Unified School District's ("the District") agreement with you to allow the use of your property by District students to gain access to Bradshaw Mountain Middle School. We appreciate your willingness to make this access available for the benefit of our students. The following are the provisions of this letter agreement:

- 1. This will confirm that you own the property located at 20 South Dewey Road in Dewey, Arizona 86327 (Parcel Number 402-02-519F).
- 2. You are willing to and will put a gate on your property and a walk area to allow approximately five to ten students who walk to school to enter and leave the school through your property.
- 3. The District will pay you the amount of one dollar (\$1.00) a year as consideration in return for your permission for district students to use the gate and a walkway.
- 4. The District will indemnify you, hold you harmless from any injury or damage caused by the students and defend you in any action which may be brought against you as a result of a student's use of the gate and walkway.
- 5. This agreement becomes effective as of the date it is signed.
- 6. You may terminate this agreement by notifying the Superintendent of the District in writing at least sixty (60) days before the date of termination.

Please confirm your willingness and intent to provide the gate and walkway and to allow District students to walk across your property by signing this letter on the signature lines provided below. Please

Kristen and Philip Munchinsky October 21, 2020 Page 2 of 2

contact me if you have any questions or would like to discuss the proposed provisionthis agreement. We truly appreciate your generosity in helping our students safely walk to and from the Middle School.

On behalf of the Governing Board and all of us at the District, thank you.

Sincerely

John Pothast, Superintendent

Philip Munchinsky

Kristen Munchinsky

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Ryan Gray, Governing Board President cc: All Board Members

# CONSENT Item 8N.

**Credit Card Process** 

TO:	Humboldt Unified School District Governing Board	Item # 8	N
FROM:	Roger Studley	Reading	
DATE:	November 10, 2020	Discuss	
SUBJECT:	Credit Card Convenience Fees	Action	Х
<b>OBJECTIVE:</b>	Goal #3: To Increase Parental and Community Engagem	ent	_

## **SUMMARY & RECOMMENDATION:**

In August the Board authorized the district to accept credit cards to pay fees to schools for various activities through the InTouch receipting system to make it easier and more convenient for the parents. Initially I recommended the convenience fees be paid with Indirect Cost funds. Upon further investigation, I found the district already has 2 other credit card processes that the users of the card pay the convenience fee. I am proposing all credit card convenience fees be paid by the card user to keep all processes the same.

## **SUGGESTED MOTION:**

I move to approve the credit card user pay the convenience fee as part of the transaction.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer (928.759-4027)

# CONSENT Item 80.

## **Gifts and Donations**

## GIFTS & DONATIONS - November 10, 2020

Jeff Almendarez of Prescott Valley, AZ Donated 3 bags of clothing to the Family Resource Center With a donor's value of \$100.00

American Library Association of Chicago, Illinois Donated a total of 9 book and 3 titles of Women's Suffrage Centennial books to Humboldt USD Library Collections With a donor's value of \$122.79

Sharon Bonelli of Prescott Valley, AZ Donated \$1,000.00 to the Bradshaw Mountain High School Swim Team

Terry & Connie Brice of Chino Valley, AZ Donated four (4) bags of clothing, shoes and blankets to the Family Resource Center With a donor's value of \$200.00

Casey with great Clips in Prescott Valley, AZ Donated a haircut for a student to help them be within the dress code With a donor's value of \$18.00

Michelle Mraz of Prescott Valley, AZ Donated paints, glaze and other art supplies for STEAM at Mountain View Elementary School With a donor's value of \$398.27

NAPA R&R Auto & Truck Parts of Prescott Valley, AZ Donated a sign to the Transportation Training Department With a donor's value of \$130.00

Prescott POPS Symphony of Prescott, AZ Awarded a Grant for \$2,000.00 for instrument repairs to Liberty Traditional School and Glassford Hill Middle School and a Grant for \$2,000.00 the Orchestra Program at Mountain View Elementary School With a total value of \$4,000.00

## DISCUSSION Item 9A.

## School Report MVES

TO:	Humboldt Unified School District Governing Board	Item # 9A
FROM:	Kim Grant, Mountain View Principal	Reading
DATE:	November 10, 2020	Discuss X
SUBJECT:	Mountain View School Board Update	Action
		Consent
OBJECTIVE:	Goal #1 To Raise the Level of Student Achievement Goal #2 To Focus on Planning for Future Student Needs	

## SUPPORTING DATA

Principal Kim Grant will give an update of current events at Mountain View Elementary School including:

- Quarter 1 Remote Learning and Return to in-person learning
- Updates on program implementations
- Happenings at Mountain View

## **SUMMARY & RECOMMENDATION**

No action necessary. Report presented for informational purposes only.

## **Sample Motion**

Approved for transmittal to the Governing Board;	
Mr. John Pothast, Superintendent	-
wir. John Potnast, Superintendent	

Questions should be directed to: Kim Grant, 928-759-4700

# DISCUSSION Item 9B.

## Review of HUSD Pandemic Preparedness & Re-Entry Plan

TO:	Humboldt Unified School District Governing Board	Item # 9B
FROM:	John Pothast, Superintendent	Reading
DATE:	November 10, 2020	Discuss X
SUBJECT:	Pandemic Preparedness Plan / Re-Entry Roadmap	Action
		Consent
OBJECTIVE:	Goal #2: Focus on Planning for Future Student Needs	

## 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.

## **GHMS Roof - Clarification**

TO:	Humboldt Unified School District Governing Board	ltem # 10 A
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Correction/Confirmation of Cost Proposal Approval for the Glassford Hill Middle School Roof Replacement Project	Action X
		Consent
OBJECTIVE:	Board Governance	

## SUPPORTING DATA

A clerical error in the wording of the motion to approve the cost proposal for the Glassford Hill Middle School roof project at the October 6, 2020 Governing Board meeting requires clarification / correction at this Governing Board Meeting, per legal counsel.

## SUMMARY & RECOMMENDATION

## Sample Motion

~

I move to confirm that the cost proposal of the design-build contract for the roof replacement project at Glassford Hill Middle School at the Governing Board meeting of October 6, 2020 was for the Guaranteed Maximum Price (GMP), in the amount of \$2,427,054 as presented by GCON, Inc.; to correct the typographical error in the transmittal and following motion that mistakenly stated it was a different vendor; and to correct the minutes of the October 6<sup>th</sup> meeting to state that the cost proposal was from GCON, Inc.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

# ACTION Item 10B.

## YCESA-Authorized Signers

TO:	Humboldt Unified School District Governing Board	Item # 10B
FROM:	Mr. John Pothast, Superintendent	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Resolution to designate authorized signers	Action X
4		Consent
OBJECTIVE:	Board Governance	

## SUPPORTING DATA

Yavapai County Education Service Agency (YCESA) has requested that the Humboldt Unified School District, along with other school districts in Yavapai County, submit a resolution which will indicate who the authorized signers are for our District. This authorization would relate specifically to "legal agreements, including, but not limited to, intergovernmental agreements, contracts, and memorandums of understanding, with Yavapai County and its departments." This will allow their agency to update records.

## SUMMARY & RECOMMENDATION

To help Yavapai County Education Service Agency (YCESA) update its records, Humboldt Unified School District has been asked to designate who are our authorized signers for legal documents. This resolution accomplishes that purpose.

## Sample Motion

I move to approve the completion of the Resolution requested by Yavapai County Education Service Agency, and to designate the Superintendent and the Governing Board President as official signers for Humboldt Unified School District #22.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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



## YAVAPAI COUNTY EDUCATION SERVICE AGENCY

The First Choice for Responsive Educational Services

Tim Carter Yavapai County School Superintendent 2970 Centerpointe East Dr. Prescott, AZ 86301-8426 Phone 928-925-6560 Fax 928-771-3329 tim.carter@yavapai.us

## Governing Board Resolution Authorizing Who Can Approve and Sign Legal Documents

We, the Governing Board of \_\_\_\_\_\_ School District # \_\_\_\_\_ Yavapai County, Arizona (the "School District"), consents and agrees to the following resolution made at a Governing Board meeting held on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Whereas, the School District may enter into legal agreements, including, but not limited to, intergovernmental agreements, contracts, and memorandums of understanding, with Yavapai County and its departments.

Whereas, the School District hereby authorizes the following individual(s) to approve and sign legal documents on behalf of the School District from this date forward, unless changed.

Superintendent
 Governing Board President
Majority of the Governing Board
 Other:

Whereas, the School District authorizes Yavapai County to rely on this resolution; therefore, if the above authorization(s) are changed or revoked, the School District agrees to immediately provide written notice to Yavapai County at the following address:

Tim Carter, Yavapai County School Superintendent 2970 Centerpointe East Prescott, AZ 86305

This resolution was passed by a \_\_\_\_\_\_ vote.

**Governing Board President** 

Date

# ACTION Item 10C.

## Additional Custodial Position

TO:	Humboldt Unified School District Governing Board	Item #	10 C
FROM:	Kort Miner, Executive Director of Operations/HR	Reading	
DATE:	November 10, 2020	Discuss	
SUBJECT:	Approval of Adding a Custodial Position with Grant Funding	Action	Х
		Consent	
<b>OBJECTIVE:</b>	Goal #4 – Attract and retain highly effective employe	es	

## **SUPPORTING DATA:**

To provide more custodial support at two schools that have a split custodian; we are recommending to keep the "split" position at LVES and hire a new custodian, using ESSER grant funds, at GHMS. This will allow a full time custodian to be on each site for cleaning and disinfecting common areas. This position will return to a "split" position in May.

Currently, ESSER has the funds to pay for the additional \$30,339.21 for the increase in FTE to this position. The position is projected to be funded with grant funding under ESSER, so funding from Federal sources is contingent on the renewal of the position as proposed. The cost of salaries and benefits to the ESSER budget would be \$30,339.21.

## **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the added custodial position for Glassford Hill Middle School during the 2020-2021 school year.

## Sample Motion:

I move to approve the added custodial position for Glassford Hill Middle School during the 2020-2021 school year.

Approved for transmittal to the Governing Board: Mr. John Pothast, Superintendent

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

# ACTION Item 10D.

## Ratification of Emergency Procurement

TO:	Humboldt Unified School District Governing Board	Item #	10 D
FROM:	Roger Studley	Reading	
DATE:	November 10, 2020	Discuss	
SUBJECT:	Ratify Emergency Procurement for COVID	Action	Х
OBJECTIVE:	Goal # 2: Planning for Future Student Needs		

## **SUMMARY & RECOMMENDATION:**

In light of the emergency situation of procuring COVID related PPE, other equipment, and supplies, the Governor has issued Executive Order EO 2020-41. Section 2 authorizes "a limited exemption is granted from state procurement rules for the purchase made to address a need arising from the threat to public health, welfare or safety of staff and student directly related to the COVID-19 pandemic."

Attached is a list of all PO's with current expenditures for COVID for ratification as Emergency Procurements per the Governors Executive Order.

## **SUGGESTED MOTION:**

I move to ratify the use of Emergency Procurement exemptions per Executive Order 2020.41 for the attached list of purchases.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley Chief Financial Officer (759-4027)

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201	201963	OFFICE DEPOT	03/30/20	Closed		1,266.05	1,259.33	0.00
201	201996	OFFICE DEPOT	04/09/20	Closed		2,638.37	2,638.10	0.00
					Totals:	3,904.42	3,897.43	0.00
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610.100.2580.6737.509.9801	01	Techn - Hardware & Non-Instr Software <\$5,000			Budgeted	P.O. Amt	Expenditures	Encumbrance
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					Totals:	19,999.08	20,002.08	00.0
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001.100.2610.6610.504.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			100,000.00			
210242	SCHOOL SPECIALTY SUPPLY	07/20/20	Closed		5,890.75	5,890.75	0.00
210248	BRADY INDUSTRIES	07/20/20	Closed		8,526.22	8,480.94	0.00
210258	GRAINGER, W.W. INC.	07/21/20	Closed		10,150.44	10,150.44	0.00
210293	GRAINGER, W.W. INC.	07/23/20	Closed		4,099.37	4,100.48	0.00
210304	GRAINGER, W.W. INC.	07/24/20	Open		1,564.99	105.68	1,459.31
210306	OFFICE DEPOT	07/24/20	Closed		4,603.63	4,579.17	0.00
210311	BRADY INDUSTRIES	07/24/20	Closed		1,845.14	1,835.34	0.00
210327	HOME DEPOT	07/27/20	Open		8,000.00	3,314.98	0.00
210346	GRAINGER, W.W. INC.	07/29/20	Closed		1,273.04	1,273.05	0.00
210353	OFFICE DEPOT	07/30/20	Closed		2,561.36	2,547.76	0.00
210362	BRADY INDUSTRIES	07/30/20	Closed		320.15	318.44	0.00
210406	GRAINGER, W.W. INC.	08/07/20	Closed		2,646.52	2,150.28	0.00
210422	BRADY INDUSTRIES	08/12/20	Closed		769.57	765.48	0.00
210467	GRAINGER, W.W. INC.	08/21/20	Closed		6,824.29	6,825.39	0.00
210481	BRADY INDUSTRIES	08/26/20	Closed		12,373.73	12,308.00	0.00
210512	BRADY INDUSTRIES	09/01/20	Closed		71.13	70.95	0.00
210542	OFFICE DEPOT	09/09/20	Closed		28,600.82	26,061.83	0.00
				Totals:	100,121.15	90,778.96	1,459.31
				Un-Expended Bal:	9,221.04	Budget Balance:	7,761.73
349.100.1000.6614.502.9801	PAPER/TONER			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			0.00			
210627	OFFICE DEPOT	09/25/20	Closed		455.99	455.99	0.00
				Totals:	455.99	455.99	0.00
				Un-Expended Bal:	(455.99)	Budget Balance:	(455.99)
349.100.1000.6643.230.9801	INSTRUCTIONAL AIDS			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			0.00			
210588	EDGENUITY	09/18/20	Closed		53,498.20	49,000.00	0.00
				Totals:	53,498.20	49,000.00	00'0
				Un-Expended Bal:	(49,000.00)	Budget Balance:	(49,000.00)

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Account Purchase Order History Report	ise Ord	er History	Report			Criteria:	Account Mask=	Criteria: Account Mask=???.???????????????9801	2.222.9801
Fiscal Year: 2020-2021	Σ								
Account Num	P.O.	Name Of Vendor	dor	PO Date	PO Status				
349.100.2580.6610.509.9801	.9801	GE	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETED	BUDGETED AMOUNT				0.00			
	210238	CDW G		07/17/20	Closed		55,824.64	54,434.02	0.00
	210271	CDW G		07/23/20	Open		5,121.87	3,759.25	1,362.62
	210599	CDW G		09/21/20	Open		30,000.00	12,425.56	17,574.44
						Totals:	90,946.51	70,618.83	18,937.06
						Un-Expended Bal:	(70,618.83)	Budget Balance:	(89,555.89)
349.100.2580.6737.509.9801	9801	Ч С С С С С С	Techn - Hardware & Non-Instr Software <\$5,000			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETED	BUDGETED AMOUNT				0.00			
13	136	09/28/20	CODING CORRECTION FOR USE TAX	AX				1,902.92	
	210237	CDW G		07/17/20	Closed		10,700.96	13,478.91	0.00
	210349	CDW G		07/30/20	Closed		5,350.48	5,993.65	0.00
						Totals:	16,051.44	21,375.48	0.00
						Un-Expended Bal:	(21,375.48)	Budget Balance:	(21,375.48)
349.100.2580.6738.509.9801	.9801	tec	techn - hardware & non-instr software >1000	0		Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETED	BUDGETED AMOUNT				250,000.00			
13	136	09/28/20	CODING CORRECTION FOR USE TAX	AX				(1,902.92)	
	210271	CDW G		07/23/20	Open		4,868.15	4,811.27	56.89
	210272	CDW G		07/23/20	Open		14,956.83	0.00	14,956.83
						Totals:	19,824.98	2,908.35	15,013.72
						Un-Expended Bal:	247,091.65	Budget Balance:	232,077.93
349.100.2610.6157.501.9801	.9801	õ	OVERTIME >40HRS			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETED	BUDGETED AMOUNT				00'0			
141	Ħ	10/09/20	PR POSTING					5.29	
	210719	ARIZONA SC	ARIZONA SCHOOL RISK RETENTION	10/19/20	Closed		53,630.00	0.00	53,630.00
						Totals:	53,630.00	5.29	53,630.00
						Un-Expended Bal:	(5.29)	Budget Balance:	(53,635.29)
349.100.2620.6531.509.9801	.9801	TE	TELEPHONE			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETEI	BUDGETED AMOUNT				0.00			
	210237	CDW G		07/17/20	Closed		50,940.41	46,980.00	0.00
	210349	CDW G		07/30/20	Closed		12,735.10	11,745.00	0.00
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# Humboldt Unified School District No. 22

Account Pu	rchase Or	Account Purchase Order History Report			Criteria	: Account Mask=	Criteria: Account Mask=???.????????????????9801	7.777.9801
Fiscal Year: 2020-2021	0-2021							
Account Num	P.O.	Name Of Vendor	PO Date	PO Status				
	210403	CDW G	08/06/20	Closed		45,213.95	44,346.62	0.00
	210414	CDW G	08/11/20	Closed		9,042.79	8,869.32	00.0
					Totals:	117,932.25	111,940.94	0.00
					Un-Expended Bal:	(111,940.94)	Budget Balance:	(111,940.94)
349.100.2620.6610.125.9801	0.125.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETE	BUDGETED AMOUNT.			0.00			
	210608	OFFICE DEPOT	09/21/20	Open		1,000.00	23.06	976.94
					Totals:	1,000.00	23.06	976.94
					Un-Expended Bal:	(23.06)	Budget Balance:	(1,000.00)
349.100.2620.6610.230.9801	0.230.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures I	Encumbrance
	BUDGETE	BUDGETED AMOUNT			0.00			
	210661	COMMERCIAL GLASS COMPANY LLC	10/02/20	Closed		7,937.70	0.00	7,937.70
	210734	BANDMANS	10/22/20	Open		537.34	0.00	537.34
					Totals:	8,475.04	0.00	8,475.04
					Un-Expended Bal:	0.00	Budget Balance:	(8,475.04)
349.100.2620.6610.504.9801	0.504.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures E	Encumbrance
	BUDGETE	BUDGETED AMOUNT			600,000.00			
	210542	OFFICE DEPOT	09/09/20	Closed		28,600.82	26,061.83	00.0
	210564	GRAINGER, W.W. INC.	09/18/20	Closed		6,824.29	6,825.39	0.00
	210572	LOWES HOME IMPROVEMENT WAREHOUSE INC	09/18/20	Open		3,000.00	0.00	3,000.00
	210574	BRADY INDUSTRIES	09/18/20	Open		6,360.98	4,281.56	2,079.42
	210575	BRADY INDUSTRIES	09/18/20	Open		3,900.21	3,704.91	195.30
	210605	GRAINGER, W.W. INC.	09/21/20	Closed		2,700.57	2,700.57	0.00
	210607	GRAINGER, W.W. INC.	09/21/20	Closed		426.35	426.35	0.00
	210609	OFFICE DEPOT	09/21/20	Open		61.14	0.00	61.14
	210612	FILTER BUY, INC	09/21/20	Open		1,324.33	0.00	1,324.33
	210619	EAGLE PROMOTIONS	09/23/20	Closed		7,835.28	7,183.50	605.58
	210654	UPSTAGING, INC	09/30/20	Closed		26,742.99	0.00	26,559.28
	210663	GRAINGER, W.W. INC.	10/05/20	Closed		470.84	470.84	0.00
	210665	BRADY INDUSTRIES	10/05/20	Open		1,052.92	179.56	873.36
	210683	BRADY INDUSTRIES	10/06/20	Open		841.09	0.00	841.09
	210690	GRAINGER, W.W. INC.	10/09/20	Closed		1,080.89	1,080.89	00'0
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Account PI	Jrchase Ur	Account Purchase Order History Report			Circla	ACCOUNT INIASK		1006.337.33
Fiscal Year: 2020-2021	20-2021							
Account Num	P.O.	Name Of Vendor	PO Date	PO Status				
	210691	BRADY INDUSTRIES	10/09/20	Open		881.10	0.00	881.10
	210715	OFFICE DEPOT	10/16/20	Open		6,492.39	0.00	6,492.39
	210731	BRADY INDUSTRIES	10/22/20	Open		113.73	00.0	113.73
	210732	BRADY INDUSTRIES	10/22/20	Open		313.48	00.0	313.48
	210733	AMAZON CAPITAL SERVICES	10/22/20	Open		2,223.37	00.0	2,223.37
	210757	BRADY INDUSTRIES	10/26/20	Open		1,245.94	0.00	1,245.94
	210761	OFFICE DEPOT	10/27/20	Open		7,419.87	00.0	7,419.87
					Totals:	109,912.58	52,915.40	54,229.38
					Un-Expended Bat:	547,084.60	Budget Balance:	492,855.22
349,100,2620,6610,522,9801	10.522.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETE	BUDGETED AMOUNT			0.00			
	210650	A & E REPROGRAPHICS	09/30/20	Closed		1,064.51	1,064.50	00.0
					Totals:	1,064.51	1,064.50	0.00
					Un-Expended Bal:	(1,064.50)	Budget Balance:	(1,064.50)
349,100.2620.6732.230.9801	'32.230.9801	FF&E < \$5000			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETE	BUDGETED AMOUNT			0.00			
	210662	BSN SPORTS	10/05/20	Open		10,130.30	00.0	10,130.30
					Totals:	10,130.30	0.00	10,130.30
					Un-Expended Bal:	00.0	Budget Balance:	(10,130.30)
349.100.2620.6732.504.9801	32.504.9801	FF&E < \$5000			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETE	BUDGETED AMOUNT			0.00			
	210670	GCP ENVIRONMENTAL SOLUTIONS	10/05/20	Open		2,371,68	00.0	2,371.68
	210691	BRADY INDUSTRIES	10/09/20	Open		2,954.49	0.00	
					Totals:	5,326.17	0.00	5,326.17
					Un-Expended Bal:	00.0	Budget Balance:	(5,326.17)
349.100.2670.6731.504.9801	731.504.9801	FF&E <\$1,000 (less than)			Budgeted	P.O. Amt	Expenditures	Encumbrance
	BUDGETE	BUDGETED AMOUNT			0,00			
	210606	GRAINGER, W.W. INC.	09/21/20	Open		4,276.18	0.00	4,276.18
					Totals:	4,276.18	0.00	4,276.18
					Un-Expended Bal:	00.0	Budget Balance:	(4,276.18)
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Account Purchase Order History Report	der History Report			Criteria:	Account Mask=	Criteria: Account Mask=?????????????????????9801	2.222.9801
Fiscal Year: 2020-2021							
Account Num P.O.	Name Of Vendor	PO Date	PO Status				
349.100.3100.6610.510.9801	GENERAL SUPPLIES			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			00.0			
210712	AMAZON CAPITAL SERVICES	10/13/20	Closed		905.53	0.00	874.40
				Totals:	905.53	0.00	874.40
				Un-Expended Bal:	0.00	Budget Balance:	(874.40)
610.100.2620.6731.504.9801	FF&E <\$1,000 (less than)			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			10,000.00			
210203	OFFICE DEPOT	07/16/20	Closed		208.10	189.63	0.00
210569	<b>BENNETT GLASS AND MIRROR</b>	09/18/20	Open		671.46	0.00	671.46
				Totals:	879.56	189.63	671.46
				Un-Expended Bal:	9,810.37	Budget Balance:	9,138.91
610,100.2620,6732.504.9801	FF&E < \$5000			Budgeted	P.O. Amt	Expenditures	Encumbrance
BUDGETE	BUDGETED AMOUNT			30,000.00			
210235	BRADY INDUSTRIES	07/17/20	Closed		4,274.20	4,251.49	0.00
210305	HOME DEPOT	07/24/20	Closed		23,168.45	21,224.46	0.00
210311	BRADY INDUSTRIES	07/24/20	Closed		26,090.74	25,952.14	0.00
210526	BRADY INDUSTRIES	09/03/20	Closed		34,893.93	34,708.56	0.00
210546	HOME DEPOT	09/11/20	Closed		23,168.45	21,224.46	0.00
210565	GRAINGER, W.W. INC.	09/18/20	Closed		3,659.26	3,659.26	0.00
				Totals:	115,255.03	111,020.37	0.00
				Un-Expended Bal:	(81,020.37)	Budget Balance:	(81,020.37)
		End of Report					
		Totals:		00'000'066	709,685,42	512,296.80	173,999.96

Humboldt Unified School District No. 22

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# Personnel Item 11A.

Resignation

(Joanna Bartley)

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TO:	Humboldt Unified School District Governing Board	Item # \[ A
FROM:	Mr. John Pothast, Superintendent, and Mr. Kort Miner, Exec. Dir. of Operations/HR	Reading
DATE:	November 10, 2020	Discuss
SUBJECT:	Approval of Resignation for Certified Exempt 5th Grade Teacher - Joanna Bartley	Action X
		Consent
OBJECTIVE:	Board Governance	

## SUPPORTING DATA:

## SUMMARY

Sample Motion:

I move to deny the resignation letter from certified, exempt, 5th grade teacher - Joanna Bartley

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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