



**The Humboldt Schools.**  
*Motivating achievement since 1906.*

## GOVERNING BOARD MEETING

Tuesday, December 8, 2020

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

**Regular Session @ 6:30 P.M.**

< **OFFICIAL COPY**

Mr. John Pothast, Superintendent

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

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

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

**VIRTUAL MEETING NOTICE**

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a virtual meeting open to the public on **December 8, 2020 at 6:30 PM**. Please see below for access information.

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (\*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona, and on the district website [www.humboldtunified.com](http://www.humboldtunified.com) and go to the Governing Board Tab.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Rebecca Cooley at (928)759-5007 or [rebecca.cooley@humboldtunified.com](mailto:rebecca.cooley@humboldtunified.com). Requests should be made as early as possible to arrange the accommodation.
- **Members of the public wishing to access this virtual meeting** should visit [www.humboldtunified.com](http://www.humboldtunified.com) and navigate to the Virtual Meetings page under the School Board heading.
- Members of the public wishing to address the Board are requested to complete the **HUSD Online Public Participation Form** by 9:00 AM on the day of the meeting (December 8, 2020). This form can be found on the Virtual Meetings page under the School Board heading at [www.humboldtunified.com](http://www.humboldtunified.com).
- Discussion by the Board is limited to items posted on the agenda.

**AGENDA**

**6:30 PM REGULAR SESSION**

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

6. **CELEBRATING SUCCESSES**  
Pages 1-4
  - A. Presentation by Yavapai County Community Health Services to Coyote Springs Elementary School
  - B. HUSD VIPs – Aimee Fleming, Lake Valley Elementary School Principal
    1. Certified – Amanda Paffumi
    2. Classified – Jordan LaJeunesse
    3. Volunteer – Ryan Stamper

**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 (December 8, 2020). This form can be found on the Virtual Meetings page under the School Board heading at [www.humboldtunified.com](http://www.humboldtunified.com).

## **8. CONSENT ITEMS**

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

Pages 5-8 **A. Personnel Recommendations**

Pages 9-12 **B. Governing Board Meeting Minutes of November 10, 2020** (audio recordings are posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))

Pages 13-168 **C. Financial/Business**  
1. Approval of Accounts Payable voucher(s) in the amount of \$ 967,333.68  
2. Approval of Payroll voucher(s) in the amount of \$ 5,253,152.76

Pages 169-176 **D. Monthly Budget Report**

Pages 177-179 **E. Monthly Student Activities Report**

Pages 180-183 **F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals from November 2020**

Pages 184-206 **G. Request for approval of the five (5) year Regional Cooperative Agreement with the Arizona School for the Deaf and Blind (ASDB)**

Pages 207-209 **H. Request for ratification of the Addendum to Sparklight WAN Agreement**

Pages 210-213 **I. Request for approval of the Grand Canyon University Student Placement Agreement**

Pages 214-215 **J. Request for approval to transfer obsolete library books**

Pages 216-226 **K. Request for approval to ratify the Authorization of Enrollment Stabilization Grant award**

Pages 227-231 **L. Request for approval to sign IRS Tax Form 8038-G**

Pages 232-237 **M. Request for approval of the revised 2020-21 Stipend Schedule**

Pages 238-239 **N. Gifts and donations**

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

Pages 240-241 **A. Report from Lake Valley Elementary School Principal Aimee Fleming to include:**

- Quarter 2 Transition back to in-person
- Updates on program implementations
- Happenings at Lake Valley

Pages 242-243 **B. Discussion on Governing Board Self-Evaluation for 2020-21**

Pages 244-245 **C. Review of Humboldt Unified School District's Pandemic Preparedness**

## **10. ACTION**

Pages 246-247 **A. Request to approve Award of Procurement to Netsian**

Pages 248-273 **B. Request for approval of Tyler Hosting Agreement**

Pages 274-288 **C. Request for approval of revision to FY 20-21 Budget**

## 11. ANNOUNCEMENTS

### A. Next Scheduled Board Meetings are:

December 15, 2020	6:30 p.m.	Special Meeting	@ TBD
January 12, 2021	6:30 p.m.	Organizational & Regular Meeting	@ TBD
February 9, 2021	6:30 p.m.	Regular Meeting	@ TBD
March 9, 2021	6:30 p.m.	Regular Meeting	@TBD

## 12. ADJOURNMENT

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

# CELEBRATING SUCCESSES

## Item 6A.

- A. Award Presentation by Yavapai County Community Health Services to Coyote Springs Elementary School
- B. HUSD VIPs – Lake Valley Elementary School
  - 1. Certified – Amanda Paffumi
  - 2. Classified – Jordan LaJeunesse
  - 3. Volunteer – Ryan Stamper



## The Humboldt Schools.

*Motivating achievement since 1906.*

December 8, 2020

HUSD Certified Employee of the Month (VIP) - Lake Valley Elementary School- Amanda Paffumi

Lake Valley Elementary School is honored and proud to recognize Amanda Paffumi, Speech Pathologist, as the December HUSD VIP. Mrs. Paffumi started in HUSD in 2008 and has spent the last 12 years here at Lake Valley. However, this is not enough for her, she juggles a total of 3 campuses; Lake Valley, Granville and Bright Futures Preschool. Mrs. Paffumi is one of those hard working and dedicated educators that always gives 110% of herself because of her love for education and kids.

Honestly, there is not enough time or words that I could think of to express what Mrs. Paffumi does for our school or what she means to our school. She is like the Lake Valley battery, she keeps going and going and charges everyone around her with her energy, her willingness to help and the level of expertise she possesses. Her level of knowledge of our community, our students and their families, their needs, and the best way to support them all is remarkable.

Mrs. Paffumi shows endless care, love, and support for students and staff at Lake Valley. She is a positive member of our team and collaborative with all. She is one of our lead members of our MTSS team and works with this intervention team to find ways to support all students in both behavioral and academic needs. This means sitting with every teacher, giving ideas on how to track or understand the data, or even creating interventions and helping with implementation. Her willingness to be "all in, all the time" is evident daily and it is not uncommon to see in the hallways helping soothe a student, giving sensory breaks to students or even coaching some of our new Special Education teachers on IEP writing. Her level of support for our kids and teachers is second to none.

Mrs. Paffumi has been our Special Education team leader for the past few years and has helped guide this team in many areas. She is the organizer of every IEP meeting on our campus and does all the scheduling with our families. She spends countless hours helping lead our Special Education mapping and is even willing to sit and shadow staff or students to better understand student needs or how to map support systems. Mrs. Paffumi is constantly willing to go above and beyond to improve student learning and experiences.

Mrs. Paffumi is involved in our school community as well. She is a member of our PTA, Leadership Team and comes to all of our family nights. Our community and families see and appreciate the drive and dedication that she puts into everything she does here at Lake Valley. We all feel her support, love, and dedication she has for our school and Lake Valley would not be the same without her.

It is my extreme pleasure to recommend Amanda Paffumi as the December HUSD VIP.



## The Humboldt Schools.

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December 8, 2020

HUSD Classified Employee of the Month (VIP) - Lake Valley Elementary School- Jordan LaJeunesse

Lake Valley Elementary School is honored and proud to recognize Miss Jordan LaJeunesse, Administrative Secretary, as the December HUSD VIP. Miss LaJeunesse started in HUSD at Mountain View in 2015 as a Special Education paraprofessional, came to Lake Valley in that role working in our K-3 Student Support Center and transitioned in December 2016 to our Administrative Secretary.

Miss Jordan, as she is known on our campus, has one of the warmest hearts, sweetest demeanors and has a welcoming disposition to her that comes so effortlessly. She has a natural way of making others feel comfortable around her and instantly building relationships with staff and students. Her calm and friendly personality has helped comfort many students that have come to the office needing help or having a hard start to their day. Miss Jordan always volunteers to jump in and help with students and consistently works her magic at making them feel reassured and safe at school.

Miss Jordan is an outgoing staff member that has a strong impact on our positive culture. She is the first line of contact that our parents and families see each day. When families come into our school, she ensures to greet them all with a smile and helps them feel valued and welcomed when entering Lake Valley. Miss Jordan often gives prospective families tours around our school, answers their questions, spends time with them and helps to make them feel a part of our LVES family before they have even finished enrollment paperwork.

Miss Jordan is our “go to” person for so many of our staff. If classified staff members have a time clock question, Jordan is their connection. If teachers need help with the sub system, Jordan is their connection. If a staff members needs to book something on a school calendar, Jordan is their connection. She juggles so many hats and does them with a smile, a kind heart and willingness to help.

Miss Jordan is also involved and invested in our school community as well. She is a member of our PTA, volunteers at our community events, attends staff gatherings and is overall an invested member of this Lake Valley family. She shows the true heart of a Lake Valley Cub and her positive and helpful demeanor is appreciated by all.

It is my extreme pleasure to recommend Jordan LaJeunesse as the December HUSD VIP.



## The Humboldt Schools.

*Motivating achievement since 1906.*

December 8, 2020

HUSD Volunteer of the Month (VIP) - Lake Valley Elementary School-Ryan Stamper

Lake Valley Elementary School is honored and proud to recognize Ryan Stamper as the December HUSD Volunteer VIP. Ryan is one amazing young man that started as a Lake Valley Cub in his elementary schooling, graduated as a Bradshaw Mountain Bear and has come back to his roots at Lake Valley to work and volunteer.

In 2014 our cafeteria manager, Mrs. Olga, started training Ryan to work in our cafeteria. In 2015 he was officially hired on as a Lake Valley employee. Ryan was hired on to work 3 hours a day in our cafeteria. However, Ryan loved working in the cafeteria so much, he volunteered an additional 5 hours each day to help our cafeteria run smoothly. This outstanding gentleman, worked a full 8 hour day with his volunteer hours and had done so without question for the last 5 years. Ryan helped prepare meals, greeted our students, cleaned tables, kept our salad bar stocked and added his kind, warm and fun personality to the Lake Valley cafeteria.

Ryan is the type of young man that takes pride in what he does and always works to the best of his ability. His dedication as a volunteer for our cafeteria has shown that good hearted people make a difference daily and especially in our schools. Ryan is a ray of sunshine and can always be counted on to join in on our spirit days, laugh and joke with our staff and students and show true Lake Valley pride. We cannot thank him enough for the countless volunteer hours he has put into Lake Valley.

Our staff, students, families and community are made a better place due to the dedication and volunteering heart of Mr. Ryan. In the words of Ryan Stamper "He is our favorite."

It is my extreme pleasure to recommend Ryan Stamper, as the December HUSD Volunteer VIP.



# CONSENT

## Item 8A.

### Personnel Recommendations

# HUMBOLDT UNIFIED SCHOOL DISTRICT #22

## PERSONNEL DEPARTMENT

### Personnel Consent Agenda for Board Meeting on December 8, 2020

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

##### Certified Staff

1. Denise Antonio - 4th Grade Teacher at MVES (LOA 11/2/20 - 2/12/20)
2. Marty Boles - PE Teacher @ GHMS (FMLA 11/5/20 TO 11/20/20)
3. Lorrie Kolbe - Preschool Aide @ BFPS (LOA 10/21/20 TO 11/17/20)
4. Dianne Tennant Rucker - Occupational Therapist (1/4/20)

##### Classified Staff

1. Roxanne Briggs - Afterschool Aide @ BASP (11/23/20)
2. Terri Carlson - F and N Cook @ GES (11/17/20)
3. Devon Embury - Custodian @ BMHS (10/26/20)
4. Angely Forero - F and N Worker @ LVES (11/3/20)
5. Stephanie Hawk Van Dyke - Computer Lab Aide (FMLA 11/16/20 TO 12/18/20)
6. Lupe Peterson - F and N Worker @ BMHS (11/25/20)
7. Michael Reardon - Lead Custodian @ GHMS (11/17/20 - 2/17/20)
8. Aaron Stamper - M/S/P Aide @ BMHS (11/17/20)

##### Substitute + Staff

1. Robert Gittins - Boy's Head Soccer Coach @ BMHS (11/20/20)

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

##### Certified Staff

1. Shelby Carrasco - F and N Worker @ BFPS (Kristen Wise)

##### Classified Staff

1. April Adams - Custodian @ BMHS (replaces Don Hanson)
2. Jennifer Beadle - Bus Driver @ Transpo (replaces Vickie Hale)
3. Mark Foreman - District Maintenance Tech (replaces John Wurtz)
4. Ronald Hart - Lead Night Custodian @ GES (replaces Mark Foreman)
5. Michael Hungerford - Custodian @ BMHS (replaces Devon Embury)
6. Rebecca Anne Long - Mod/Sev?Prof Aide @ LVES (unfilled position)
7. Lawrence Lufkin - Mod/Sev/Prof Aide @ GHMS (replaces Ross Herbert)
8. Patricia McCarthy - Mod/Sev/Prof Aide @ HES (replaces Annamarie Love)
9. Kristina McCarty - Mod/Sev/Prof Aide @ CSES (replaces Jennifer Rice)
10. Erica Tenette - Title 1 Aide @ MVES (replaces Maria Castro)
11. Radford Paul - Title 1 Aide @ CSES (replaces Eric Bruhn)
12. Michael Peek - Lead Custodian @ GHMS (replaces Michael Reardon)
13. Margaret Ramirez - F and N Worker @ LVES (replaces Angely Forero)
14. Trista Ramirez - Title 1 Aide @ CSES (replaces Maricella McGill)
15. Morgen Rogos - Resource Aide @ MVES (unfilled position)
16. Jennifer Vogel - Mod/Sev/Prof Aide @ CSES (replaces Eric Bruhn)
17. Jeff Wing - IS Specialist @ DO (replaces Kyle Bossert)

##### Substitute + Staff

1. Lawren Dowling Sprague (12-2)
2. Diana Hash - Bus Aide Substitute (11/24/20)

## HUMBOLDT UNIFIED SCHOOL DISTRICT #22

### PERSONNEL DEPARTMENT

## Personnel Consent Agenda for Board Meeting on December 8, 2020

### C. SUPPLEMENTAL CONTRACTS

#### Overloads

1. Carli Acton - SPED Teacher @ LTS (overload is for the instructor to teach online)
2. Doug Beilfuss - Math Instructor @ BMHS (overload due to a math teacher resigning)
3. Yvonne Berry - 3rd Grade Teacher @ CSES (overload is due to class size)
4. Jeff Brown - SPED Teacher @ BMHS (overload is for the instructor to teach online)
5. Karen Christerson - SPED Teacher @ BMHS (overload for the instructor to teach online till Nov 5th)
6. Jack Fields - ED Teacher @ BMHS (overload is for the instructor to teach online)
7. Ron Killen - SPED Teacher @ BMHS (overload is for the instructor to teach online till Nov 5th)
8. Dani Larson - Math Instructor @ BMHS (overload due to a math teacher resigning)
9. Lisa Moser - Math Instructor @ BMHS (overload due to a math teacher resigning)
10. Kristin Munchinsky - 4th Grade Teacher @ MVES (overload is due to class sizes)
11. Jeff Goodman - SPED Teacher @ BMHS (overload is for the instructor to teach online)
12. Jona Lourenco - Preschool Instructor @ BFPS (overload due to class sizes)
13. Kimberly Pittman - SPED Teacher @ SS (overload due to class sizes)
14. Marvin Portillo - Math Instructor @ BMHS (overload due to a math teacher resigning)
15. Andrea Strobel - Math Instructor @ BMHS (overload due to a math teacher resigning)

Certified Stipends Specifically Listed on Board-approved 2020-2021 Stipend Schedule  
(M&O-\$6,737.50); Tax Credit-\$0.00; General Tax Credit- \$00; SPED-\$0.00; Other- \$4,000.00)

1. Kim Beaird - Marching Band Assistant @ BMHS
2. David Capka - CTE Director
3. Lisa Haywood - Yearbook Sponsor @ LTS
4. Connie Kuball - MS Student Council Advisor @ LTS
5. Deanne Iredale - JV Girls Soccer Coach @ BMHS
6. Joshua Schreiner - Athletic Director @ LTS

#### 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. NONE

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

#### Certified

1. NONE

#### Classified

1. NONE

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

*PERSONNEL DEPARTMENT*

Personnel Consent Agenda for Board Meeting on December 8, 2020

**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

November 10, 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 meeting open to the public on **November 10, 2020**, at **Glassford Hill Middle School** located at **6901 Panther Path, Prescott Valley, Arizona**.

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

**AGENDA**

**6:30 REGULAR SESSION**

**Markers**

- |                         |   |
|-------------------------|---|
| 00:03                   | <b>1. WELCOME AND CALL TO ORDER</b>   |
| 01:17                   | <b>2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY</b>  |
| 01:45                   | <b>3. ROLL CALL</b><br><b><i>ALL GOVERNING BOARD MEMBERS PRESENT</i></b>  |
| 02:03                   | <b>4. AGENDA REVIEW/ACCEPT</b><br><b><i>ONE CHANGE NOTED ON AGENDA; AGENDA ACCEPTED UNANIMOUSLY</i></b>   |
| 03:20<br>22:40          | <b>5. CURRENT EVENTS</b><br><b>A. Board</b><br><b>B. Superintendent</b>   |
| 25:58<br>30:49<br>37:16 | <b>6. CELEBRATING SUCCESSES</b><br><b>A. HUSD VIPs – Kimberly Grant, Mountain View Elementary School Principal</b><br><b>1. Certified – Caitlin Klem</b><br><b>2. Classified – Jennifer Delamater</b><br><b>3. Volunteer – Krystal Defilippis</b>   |
| 39:36                   | <b>B. Board Training Accomplishments</b><br><b>1. Certificate of Boardmanship – Corey Christians</b><br><b>2. Associate of Boardmanship – Paul Ruwald</b><br><b>3. Master of Boardmanship – Ryan Gray and Suzie Roth</b>  |
| 44:58                   | <b>7. PUBLIC PARTICIPATION</b><br>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.<br><br>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. |
| 49:45                   | <b>8. CONSENT ITEMS</b><br>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.<br><b>A. Personnel Recommendations</b>   |

- B. Governing Board Meeting Minutes of October 6, 2020 (audio recordings are posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))
- 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
- D. Monthly Budget Report
- E. Monthly Student Activities Report
- F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for October 2020
- G. Request to approve Parent/Citizen/Booster organizations for the 2020-2021 school year
- H. Request to approve Amendment 1 of the Intergovernmental Agreement (IGA) with Yavapai County Educational Technology Consortium (YCETC)
- 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
- 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
- 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)
- 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)
- 52:12 M. Request for approval of gate agreement to allow access to Bradshaw Mountain Middle School  
**ITEM M PASSED UNANIMOUSLY**
- N. Request for approval of change in credit card processes
- O. Gifts and donations  
**ITEMS A - L & N - O PASSED UNANIMOUSLY**

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

- 53:40 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
- 1:20:58 B. Review of Humboldt Unified School District's Pandemic Preparedness and Re-Entry

**10. ACTION**

- 2:00:43 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  
**PASSED UNANIMOUSLY**
- 2:03:03 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  
**PASSED UNANIMOUSLY**

2:08:17 C. Request to approve the addition of a custodial position through grant funding  
**PASSED UNANIMOUSLY**

2:11:14 D. Request for ratification of Emergency Procurement for COVID  
**PASSED UNANIMOUSLY**

**11. PERSONNEL**

2:18:20 \*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  
**RESIGNATION REJECTED UNANIMOUSLY**

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

2:17:19 **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

2:20:05 **13. ADJOURNMENT**

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# 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: December 8, 2020 Discuss  
SUBJECT: Monthly Budgets - Board Report Action  
Consent X

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OBJECTIVE: Goal # 2: Planning for Future Student Needs

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### SUPPORTING DATA:

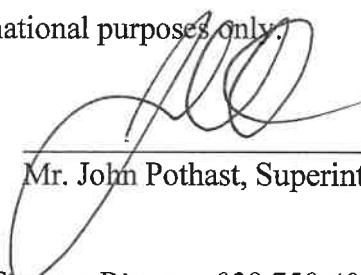
Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

### SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

*Questions should be directed to: Roger Studley Finance Director 928.759.4027*



# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 11/1/2020	To Date: 11/30/2020	Budget Balance	
Account Number / Description		Budget	Range To Date	YTD	Balance	% Remaining Bud
<b>Fund 162 Total:</b>		\$10,667.99	\$0.00	\$0.00	\$10,667.99	\$0.00
<b>Fund:</b> 163	TITAL IV-A, STUDENT SUPPORT & ENRICHMEI					100.00%
<b>Fund 163 Total:</b>		\$26,254.03	\$0.00	\$0.00	\$26,254.03	\$0.00
<b>Fund:</b> 190	TITLE III LEP PROGRAM					100.00%
<b>Fund 190 Total:</b>		\$0.00	\$582.21	\$5,458.47	(\$5,458.47)	(\$9,000.37)
<b>Fund:</b> 191	TITLE III LEP PROGRAM (FY20)					0.00%
<b>Fund 191 Total:</b>		\$83,234.19	\$0.00	\$752.87	\$82,481.32	\$0.00
<b>Fund:</b> 195	TARGETED SUPPORT & IMPROVEMENT GRNT					99.10%
<b>Fund 195 Total:</b>		\$27,900.71	\$0.00	\$9,001.31	\$18,899.40	\$2,099.56
<b>Fund:</b> 196	TARGETED SUPPORT & IMPROVEMENT GRNT					60.21%
<b>Fund 196 Total:</b>		\$42,500.00	\$0.00	\$3,641.83	\$38,858.17	\$0.00
<b>Fund:</b> 220	IDEA - BASIC - ENT					91.43%
<b>Fund 220 Total:</b>		\$1,361,075.67	\$77,379.90	\$331,124.00	\$1,029,951.67	\$527,202.21
<b>Fund:</b> 221	IDEA - PRESCHOOL GRANT					36.94%
<b>Fund 221 Total:</b>		\$24,810.76	\$2,597.51	\$9,276.06	\$15,534.70	\$11,909.30
<b>Fund:</b> 260	CTE BASIC GRANT					14.61%
<b>Fund 260 Total:</b>		\$158,218.34	\$0.00	\$8,546.99	\$149,671.35	\$0.00
<b>Fund:</b> 261	CTE BASIC GRANT					94.60%
<b>Fund 261 Total:</b>		\$107,128.84	\$2,939.84	\$6,758.98	\$100,369.86	\$7,942.47
<b>Fund:</b> 290	MEDICAID OUTREACH					86.28%
<b>Fund 290 Total:</b>		\$133,290.85	\$837.21	\$15,964.73	\$117,326.12	\$200.00
<b>Fund:</b> 291	MEDICAID DIRECT					87.87%
<b>Fund 291 Total:</b>		\$1,280,149.53	\$15,041.79	\$144,680.13	\$1,135,469.40	\$479,732.42
11.	J20 4:00:31 PM	Report: rptGLExpenditureBudBal	2020.2.11			Pag 2

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Summary Only

From Date: 11/1/2020

To Date: 11/30/2020

Budget Balance

Account Number / Description

		<input checked="" type="checkbox"/>	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
<b>Fund:</b>	326	CARES/ESSER					51.22%
		<b>Fund 326 Total:</b>	\$0.00	\$0.00	\$1,166,388.53	\$0.00	\$1,166,388.53 100.00%
<b>Fund:</b>	349	NAT'L FOREST FEES					
		<b>Fund 349 Total:</b>	\$139,211.68	\$755,771.99	\$1,256,509.21	\$577,756.87	\$678,752.34 33.73%
<b>Fund:</b>	353	TAYLOR GRAZING					
		<b>Fund 353 Total:</b>	\$535.58	\$2,800.59	\$84,912.41	\$4,143.56	\$80,768.85 92.08%
<b>Fund:</b>	374	E-RATE					
		<b>Fund 374 Total:</b>	\$0.00	\$0.00	\$101,097.91	\$0.00	\$101,097.91 100.00%
<b>Fund:</b>	400	CTE PRIORITY PROGRAM					
		<b>Fund 400 Total:</b>	\$2,024.52	\$5,324.10	\$39,380.09	\$7,430.33	\$31,949.76 71.47%
<b>Fund:</b>	435	ACADEMIC CONTESTS					
		<b>Fund 435 Total:</b>	\$0.00	\$0.00	\$1,134.04	\$0.00	\$1,134.04 100.00%
<b>Fund:</b>	450	GIFTED					
		<b>Fund 450 Total:</b>	\$0.00	\$0.00	\$5,009.74	\$0.00	\$5,009.74 100.00%
<b>Fund:</b>	456	COLLEGE CREDIT BY EXAMINATION INCENTIVE					
		<b>Fund 456 Total:</b>	\$0.00	\$0.00	\$21,596.43	\$0.00	\$21,596.43 100.00%
<b>Fund:</b>	457	RESULTS - BASED FUNDING					
		<b>Fund 457 Total:</b>	\$0.00	\$45,900.40	\$41,059.34	\$0.00	\$41,059.34 47.22%
<b>Fund:</b>	483	SAFE SCHOOLS					
		<b>Fund 483 Total:</b>	\$0.00	\$5,843.03	(\$5,843.03)	\$3,284.56	(\$9,127.59) 0.00%
<b>Fund:</b>	485	WRP					
		<b>Fund 485 Total:</b>	\$17,783.74	\$86,633.07	\$171,821.10	\$122,558.84	\$49,262.26 19.06%

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description



Summary Only

From Date: 11/1/2020

To Date:

11/30/2020

Budget Balance  
% Remaining Bud

Fund:	499	RURAL ASSISTANCE	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
		<b>Fund 499 Total:</b>	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	\$4,068.54 100.00%
Fund:	500	SCH PLANT- > 1 YR						
		<b>Fund 500 Total:</b>	\$128,246.14	\$1,357.24	\$5,756.44	\$122,489.70	\$52,337.61	\$70,152.09 54.70%
Fund:	510	FOOD SERVICE						
		<b>Fund 510 Total:</b>	\$2,722,659.81	\$187,310.32	\$673,202.67	\$2,049,457.14	\$1,460,310.31	\$589,146.83 21.64%
Fund:	515	CIVIC CENTER						
		<b>Fund 515 Total:</b>	\$173,741.40	\$337.89	\$14,121.28	\$159,620.12	\$12,497.94	\$147,122.18 84.68%
Fund:	517	BUS RENTAL						
		<b>Fund 517 Total:</b>	\$365,348.72	\$0.00	\$0.00	\$365,348.72	\$0.00	\$365,348.72 100.00%
Fund:	522	BEFORE/AFTER SCHOOL PROGRAM						
		<b>Fund 522 Total:</b>	\$209,698.00	\$7,310.72	\$24,077.40	\$185,620.60	\$38,164.86	\$147,455.74 70.32%
Fund:	523	BRIGHT FUTURES PRESCHOOL						
		<b>Fund 523 Total:</b>	\$100,872.26	\$147.59	\$371.24	\$100,501.02	\$864.41	\$99,636.61 98.78%
Fund:	525	AUX OPERATIONS						
		<b>Fund 525 Total:</b>	\$643,922.79	\$11,920.36	\$51,417.29	\$592,505.50	\$52,089.26	\$540,416.24 83.93%
Fund:	526	ACT FEES TAX CRED						
		<b>Fund 526 Total:</b>	\$710,075.45	\$13,112.64	\$25,609.72	\$684,465.73	\$24,905.23	\$659,560.50 92.89%
Fund:	530	GIFTS & DONATIONS						
		<b>Fund 530 Total:</b>	\$175,764.98	\$5,581.94	\$21,117.75	\$154,647.23	\$15,743.75	\$138,903.48 79.03%
Fund:	540	FINGERPRINT						
		<b>Fund 540 Total:</b>	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43 100.00%
Fund:	550	INSURANCE PROCEEDS						



# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 11/1/2020	To Date: 11/30/2020	Budget Balance	
Account Number / Description					Encumbrance	% Remaining Bud
		Budget	Range To Date	YTD	Balance	
<b>Fund: 665</b>	ENERGY REBATES					100.00%
	<b>Fund 665 Total:</b>	\$341,231.82	\$0.00	\$0.00	\$341,231.82	\$341,231.82
						100.00%
<b>Fund: 691</b>	BUILDING RENEWAL GRANT - SFB					
	<b>Fund 691 Total:</b>	\$3,634,233.68	\$2,197.91	\$95,116.88	\$3,539,116.80	\$3,460,631.28
						\$78,485.52
						2.16%
<b>Fund: 700</b>	DEBT SERVICE FUNDS					
	<b>Fund 700 Total:</b>	\$3,971,900.00	\$0.00	\$27,381.15	\$3,944,518.85	\$3,944,518.85
						99.31%
<b>Fund: 850</b>	STUDENT ACTIVITIES					
	<b>Fund 850 Total:</b>	\$103,011.26	\$133.90	\$546.81	\$102,464.45	\$2,851.58
						\$99,612.87
						96.70%
<b>Fund: 855</b>	EMPLOYEE INSURANCE					
	<b>Fund 855 Total:</b>	\$5,708,474.66	\$432,525.49	\$1,991,860.13	\$3,716,614.53	\$3,261,358.87
						\$455,255.66
						7.98%
	<b>Grand Total:</b>	\$75,458,584.04	\$3,902,116.16	\$17,756,516.86	\$57,702,067.18	\$30,160,322.78
						\$27,541,744.40
						36.50%

End of Report



# CONSENT

## Item 8E.

### Student Activities Report

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8F  
FROM: Roger Studley, Finance Director Reading  
DATE: December 8, 2020 Discuss  
SUBJECT: Student Activities - Board Report Action  
Consent X

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OBJECTIVE: Goal # 2: Planning for Future Student Needs

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### 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

November 2020

	Beginning Balance	Revenue	Expended	Balance	Incumbered	Available Cash
<b>Coyote Springs 133</b>						
Student Council	1,603.19	-	-	1,603.19	-	1,603.19
<b>Granville 135</b>						
Chorus/Choir	348.41	-	-	348.41	-	348.41
Student Council	1,594.29	-	-	1,594.29	-	1,594.29
<b>Humboldt 131</b>						
Student Council	5,342.26	139.70	-	5,481.96	-	5,481.96
<b>Lake View 110</b>						
Student Council	5,857.87	-	-	5,857.87	-	5,857.87
<b>Liberty Traditional 134</b>						
Jr Optimists	185	-	-	185	-	185
Student Council	3,883	-	-	3,883	-	3,883
<b>Mountain View 132</b>						
Student Council	1,728	-	-	1,728	-	1,728
Subtotal ES	20,542	140	-		-	20,682
<b>Brad Mntn MS</b>						
Ntl Honor Society	2,792	-	-	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,747	-	-	2,747	-	2,747
<b>Glassford Hill MS</b>						
Ntl Honor Society	84	-	-	84	-	84
Student Council	5,793	-	385	5,408	600	4,808
Subtotal MS	11,793	-	385		600	10,808
<b>Brad Mntn HS</b>						
Art	352	-	-	352	-	352
AVID	342	-	-	342	-	342
Baseball	20	-	-	20	-	20
DECA	633	-	-	633	941	(309)
FBLA	252	-	-	252	-	252
French Club	33	-	-	33	-	33
G.O.A.L.S Club	61	-	-	61	-	61
Girls Basketball	216	-	-	216	-	216
HOSA/Nursing	4,579	-	-	4,579	-	4,579
HOSA/SportsMedicine	1,224	-	-	1,224	-	1,224
Interact	3,193	-	-	3,193	-	3,193
JROTC	1,536	-	-	1,536	-	1,536
Mu Alpha Theta	170	-	-	170	-	170
Ntl Art Honor Society	434	20	28	426	122	304
Ntl Honor Society	2,202	-	-	2,202	-	2,202
P.A.L.S.	2,102	-	-	2,102	-	2,102
Student Council	3,616	-	100	3,516	1,222	2,294
Upward Bound	37	-	-	37	-	37
Subtotal HS	21,002	20	128		2,285	18,608
<b>TOTAL Student Activities</b>	<b>53,337</b>	<b>160</b>	<b>513</b>	<b>-</b>	<b>2,885</b>	<b>50,098</b>



# CONSENT

## Item 8F.

### Ratification of Expenditures

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8F
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	Tuesday, December 8, 2020	Discuss
SUBJECT:	Ratifications of Expenditures for Contracts / Work Agreements & Supplementals	Action
		Consent X

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OBJECTIVE: Board Governance

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### **SUPPORTING DATA:**

This is the approval of ratifications of all Contracts, Work Agreements and Supplementals from November 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.

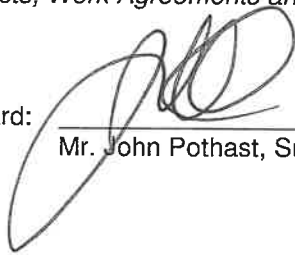
### **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the ratification of all Contracts, Work Agreements and Supplementals from November during the 2020-2021 fiscal year.

### **Sample Motion:**

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

Name	Primary Job Title	Contract Name	Position Description
ACTON, CARLI J	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
BERRY, YVONNE M	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
BLUMSTEIN, BENJAMIN J	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TITLE 1
BLUMSTEIN, BENJAMIN J	TITLE I AIDE	CLASSIFIED STIPEND INTERNAL	COACH BASKETBALL 8TH GRADE GIRLS
BOONE, DAVID H	TEACHER	CERTIFIED STIPEND	STIPEND READING COUNTS - ELEM
BROWN, JEFFREY L	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
CAPKA, DAVID R	TEACHER	CERTIFIED STIPEND	STIPEND CTE DIRECTOR EXTENDED CONTRACT
CARLSON, TERRI L	F&N COOK	CLASSIFIED STAFF AT WILL NOTICE	F & N COOK - GES
CARRASCO, SHELBY E	F&N WORKER	CLASSIFIED STAFF AT WILL NOTICE	F & N WORKER - BFPS
CHRISTERSON, KAREN L	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
ERHOLTZ, ROBERT D	CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	CUSTODIAN
ESPOSITO, ADAM M	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TITLE 1
FAUST, KRISTI L	REGISTRAR	CLASSIFIED STAFF AT WILL NOTICE	REGISTRAR - SPECIAL SERVICES
FIELDS, JACK R	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
FINLEY, DEBRA	RECEPTIONIST	CLASSIFIED STAFF AT WILL NOTICE	RECEPTIONIST - CAMPUS
FOREMAN, MARK D	DIST MAINT TECH	CLASSIFIED STAFF AT WILL NOTICE	DISTRICT MAINT TECHNICIAN
FRY, MACKENZIE L	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TITLE 1
GOODMAN, JEFF A	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
HAYWOOD, LISA M	LIBRARY MEDIA SPECIALIST	CLASSIFIED STIPEND INTERNAL	SPONSOR YEARBOOK ADVISOR MS
HERSCHELMAN, SARAH Y	TEACHER	MIDDLE SCHOOL WINTER COACH	COACH BASKETBALL 8TH GRADE GIRLS
HUNGERFORD, MICHAELS	CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	CUSTODIAN
KARNEKE, ANDREW A	CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	CUSTODIAN
KILLEN, HOWARD RON	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
KIMBALL, GREGORY M	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
KUBALL, CONNIE J	TEACHER	CERTIFIED STIPEND	SPONSOR STUDENT COUNCIL ADVISOR MS
LOVE, ANNAMARIA K	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
LUFKIN, LAWRENCE G	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
MACILROY, SYDNEY K	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
MC CARTHY, PATRICIA L	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
MONK, MERISSA E	TEACHER	MIDDLE SCHOOL FALL COACH	COACH BASKETBALL 8TH GRADE GIRLS
NOBRE EATON, JESSICA L	F&N MANAGER	CLASSIFIED STAFF AT WILL NOTICE	F & N MANAGER - GES
NOBRE EATON, JESSICA L	F&N MANAGER	CLASSIFIED STAFF AT WILL NOTICE	F & N MANAGER - GES
OCONEILL, MICHAEL E	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND

# RATIFICATION OF EXPENDITURES

(Contracts, Work Agreements, Supplementals)

PEEK, MICHAEL	LEAD NIGHT CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	LEAD NIGHT CUSTODIAN
PITTMAN, KIMBERLY A	TEACHER	OVERLOAD 1ST SEM	STIPEND OVERLOAD - CLASS SIZE
QUAMMEN, DAWN M	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND
RAMIREZ, MARGARET E	F&N WORKER	CLASSIFIED STAFF AT WILL NOTICE	F & N WORKER - LIVES
RAMIREZ, TRISTA E	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TITLE 1
RAMIREZ, TRISTA E	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TEACHERS
REARDON, MICHAEL O	LEAD CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	LEAD NIGHT CUSTODIAN
RUIZ, ISABELLE M	COACH	HIGH SCHOOL WINTER COACH	COACH CHEER ASST HS
SCHREINER, JOSHUA W	TEACHER	CERTIFIED STIPEND	STIPEND ATHLETIC DIRECTOR - MIDDLE SCHOOL
TENETTE, ERICA	TITLE I AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, TITLE 1
TYBUREK, ELZBIETA A	CUSTODIAN	CLASSIFIED STAFF AT WILL NOTICE	CUSTODIAN
VOGEL, JENNIFER	MOD SEV PROF AIDE	CLASSIFIED STAFF AT WILL NOTICE	AIDE, MODERATE/SEVERE PROFOUND



# CONSENT

## Item 8G.

### ASDB Agreement

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 G
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Regional Cooperative Agreement with the Arizona School for the Deaf and Blind (ASDB)	Action
		Consent X
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement	

### SUPPORTING DATA

ASDB provides education for students with hearing or visual impairments and offers resources to schools that are part of the regional co-operative to meet the individualized needs of students with hearing or visual disabilities. The purpose of the agreement is to obtain the specialized services that ASDB provides to students with hearing or visual impairments.

Currently, ASDB services twenty one students within Humboldt Unified. Cost of services vary depending on the need of the individual student and are outlined in addendum C and D of the agreement. All current students

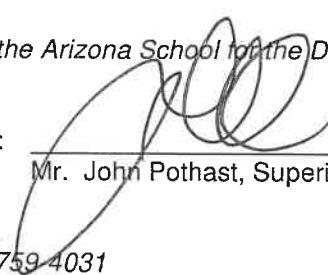
### SUMMARY & RECOMMENDATION

Services for students with hearing and vision impairments are necessary and a required service for eligible students through the IEP process. It is recommended that this agreement be approved.

### Sample Motion

*I move to approve the five-year agreement with the Arizona School for the Deaf and Blind.*

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Humboldt Unified School District</p>	<p>RE: Regional Cooperative Agreement Region I</p>	
	<p>Page 1 of 13</p>	<p>Date Initiated: 10/26/220</p>

## **I. INTRODUCTION AND AUTHORITY**

This Agreement is made and entered into between the following participants:

1. The Arizona Schools for the Deaf and the Blind ("ASDB"), which is authorized to enter into this agreement pursuant to A.R.S. §§ 15-1303(C) (2) and 11-951 *et seq.*
2. Humboldt Unified School District, a school district or other approved educational program ("Participating School") in an ASDB Regional Cooperative, that is authorized to enter into this agreement pursuant to A.R.S. §§ 15-764(A), -765(D), -183(H), A.R.S. § 11-951 *et seq.* or as otherwise authorized.

## **II. BACKGROUND AND PURPOSE**

ASDB provides education for students with hearing or visual disabilities to help these students become self-sustaining individuals. A.R.S. § 15-1302(B). As part of its mission, ASDB offers optional resources to schools that participate in regional co-operatives to meet the individualized needs of students with hearing or visual disabilities that are enrolled in the Participating Schools. A.R.S. § 15-1302 (A), (E).

The purpose of this Agreement is to establish how school districts, State Institutions and Other Approved Educational Programs throughout the State obtain ASDB's specialized services for deaf and blind students by participating in a cooperative program that shares resources among Participating Schools in the regions.

This Agreement sets forth the types of services that ASDB can provide to the Participating School through its Regional Cooperatives and clarifies the allocation of collaborative and equitable responsibilities between the Participating School, an eligible student's public education agency ("PEA") or Other Approved Educational Program (which maintains primary responsibility for an eligible student's education), and the Regional Cooperative (which provides services directly related to hearing loss or vision loss of the eligible student). This Agreement does not reallocate any responsibility for providing a Free Appropriate Public Education ("FAPE") under federal or state law from the participating PEA to ASDB.

## **III. DEFINITIONS**

"Assistive technology device," as that term is defined by 20 U.S.C. § 1401(1)(A), means any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a child with a disability.

"Assistive technology service," as that term is defined by 20 U.S.C. § 1401(2) means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

"Deaf-blindness," as defined by 34 C.F.R. § 300.8(c)(2) means "concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness."

#5226822v5 Effective 04/01/2019

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Humboldt Unified School District</p>	<p>RE: Regional Cooperative Agreement Region 1</p>	
	<p>Page 2 of 13</p>	<p>Date Initiated: 10/26/220</p>

“Deafness,” as defined by 34 C.F.R. § 300.8(c)(3) means “a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.”

“Free appropriate public education” or “FAPE” as that term is defined by 20 U.S.C. § 1401(9), means “special education and related services that have been provided at public expense, under public supervision and direction, and without charge that meet the standards of the State educational agency include an appropriate preschool, elementary school, or secondary school education in the State involved and are provided in conformity with the Individualized Education Program.”

“Hearing impairment,” as defined by 34 C.F.R. § 300.8(c) (5) means “an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness.”

“IEP” means “individualized education program,” as that term is defined by 20 U.S.C. § 1401 (14) and 34 C.F.R. 300.320-328 and A.R.S. § 15-761(11).

“IEP Team” means “individualized education program team” as that term is defined by 34 C.F.R. 300.321, A.R.S. § 15-761(12) and A.A.C. R7-2-401(G).

“Institutional voucher” is the fund that provides monies for the education of a student who requires institutional placement or who has been placed in a residential facility by a state placing agency. A.R.S. §15-1204.

“Least Restrictive Environment” is the least restrictive and least intrusive setting in which the child’s educational needs can be safely and adequately met, including the treatment of the child’s qualifying diagnosis or behavioral health disorder. 34 C.F.R. 300.114-120.

“Multiple disabilities,” as defined by 34 C.F.R. § 300.8(c) (7), means “concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments.”

“Other Approved Educational Programs” as that term is used in A.R.S. § 15-1302 (D) & ( E ) includes , but is not limited to, charter schools which are defined as public schools , A.R.S § 15-101 (4) and elementary and secondary educational facilities funded by the Bureau of Indian Affairs Grant as BIE, Tribally Controlled or Community Schools

Party” or “Parties” means ASDB or the Participating School, the parties to this Agreement.

“Public Education Agency” or “PEA” means a school district, charter school, accommodation school, state supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities.” A.A.C. R7-2-401(B) (16).

“Qualified Student,” as that term is used in this Agreement, means a student with deafness, hearing impairment, deaf-blindness, or visual impairment (as defined in this section) who is enrolled in a school that participates in a Regional Cooperative.

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"Regional Co-operative" or "Cooperative" means a "regional program in appropriate locations in this State," A.R.S. § 15-1302(A), that offers optional services to enable Participating Schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

"Related services," as that term is defined by 20 U.S.C. § 1401(26), means supportive services designed to enable a student with a disability to receive a FAPE as described in the student's IEP.

"Student" means a "[person] with disabilities" pursuant to 34 C.F.R. 300.7, who is between the ages of three and twenty-two who has not received a regular high school diploma.

"Supplementary Aids and Services," as that term is defined by 20 U.S.C. § 1401(33), means aids, services, and other supports that are provided in regular education classes or other education-related settings to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

"Visual impairment," as that term is defined by 34 C.F.R. § 300.8(c) (13), includes blindness and means "an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness."

#### **IV. RESPONSIBILITIES**

- A. The Participating School is responsible for providing a FAPE to every student enrolled in its school(s).
  1. As the student's PEA or Other Approved Educational Program, , the Participating School must establish an IEP for its Qualified Student that meets the standards set forth in applicable federal and State laws, including but not limited to: adherence to procedural safeguards, child find, evaluation, consideration of the appropriate continuum of services and supports for students, establishment of measurable IEP goals, and identification of instructional or support services by appropriate personnel pursuant to A.A.C. R7-2-401(G).
    - a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.
    - b. If a student's suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.
      - i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB's participation is deemed appropriate or necessary by mutual agreement of the Parties.
      - ii. The Participating School shall notify the Regional Cooperative's staff in writing of such meetings sufficiently in advance of such meetings.

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- iii. The time for providing notice must be reasonable under the circumstances to allow Regional Cooperative staff to complete mandatory evaluations pursuant to A.R.S. § 15-761(8),(39), and A.A.C. R7-2-401(E), and to attend meetings regarding eligibility or placement decisions.
    - iv. The Participating School must provide notice to ASDB as early as possible, but no later than the date that it notifies the parent of the student or the adult student of the meeting.
  - c. The Participating School is responsible for ensuring that the student receives a FAPE in conformity with his or her IEP pursuant to 34 C.F.R. § 300.17(d), including special education and related services for students with multiple disabilities that are in addition to the student's hearing loss or vision loss.
- 2. The Participating School shall assist ASDB in providing the qualified services by:
  - a. To the extent legally permissible, providing transportation necessary to enable its Qualified Students to access the programming or other services that are provided by ASDB through the Regional Cooperative pursuant to this Agreement. Such services may be provided at the instant Participating School or at other Participating Schools within the area covered by the Regional Cooperative.
  - b. Providing space and non-specialized materials and equipment for services provided by the Regional Cooperative at the Participating School site.
  - c. Cooperating with the Regional Cooperative to facilitate the delivery of services provided by the Regional Cooperative.
  - d. Providing all other special education and related services not related to hearing loss or vision loss.
- B. ASDB shall offer services related to visual and hearing disabilities to Qualified Students enrolled at the Participating School in its Regional Cooperative.
  - 1. ASDB will provide oversight and management over the Regional Cooperative's operations.
    - a. ASDB will employ a Regional Director to oversee the planning, development, operation, and daily function of the Regional Cooperative.
    - b. The Regional Director will receive support and guidance from the "ASDB Regional Advisory Council"
      - i. The Advisory Council is a group of individuals, representing Participating Schools and ASDB that reviews guidelines for the administration of the Regional Cooperatives and provides support, program guidance and the exchange of information for the Regional Directors of the Regional Cooperatives.

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- ii. All financial decisions, including but not limited to: setting membership rates, establishing fee schedules, reimbursing tuition vouchers, and approving expenditures of the Regional Cooperative's revenues remain the sole responsibility of ASDB.
- 2. ASDB, through its Regional Cooperative, shall provide resources to the Participating School.
  - a. Resources directly related to or resulting from an Qualified Student's hearing loss or vision loss pursuant to A.R.S. § 15-1302(D) include:
    - i. Assessments.
    - ii. Program planning and staff development.
    - iii. Information services for parents, families and the public.
    - iv. Research and development to promote improved educational programs and services.
  - b. With reasonable advance notice from the Participating School, ASDB, through its Regional Cooperative will:
    - i. Make its staff available or require its staff to participate in team meetings relating to child find, evaluation, or placement of a student attending a participating public school when ASDB's participation is appropriate or necessary by mutual agreement of the Parties.
    - ii. Assist the Participating School to complete mandatory evaluations for eligibility or placement decisions.
  - c. If a Qualified Student newly enrolls or transfers into a Participating School, the Participating School may make a temporary 30-day placement for the Qualified Student.
    - i. A Participating School that makes a temporary 30-day initial placement shall notify ASDB within 5 days of the placement.
    - ii. Upon receiving the required notice, ASDB, through its Regional Cooperative, will make its staff available or require its staff to participate in the 30-day review.
- 3. ASDB, through its Regional Cooperative, will provide resources for Qualified Students when the resources are necessary as determined by the IEP team and by mutual agreement of the Parties to address the hearing or visual disability.
  - a. The available resources for qualified students may include:
    - i. Special curriculum.
    - ii. Equipment and materials.

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iii. Supplemental related services.

iv. Special short-term programs.

b. Exclusions:

i. ASDB will not provide instruction and services to Qualified Students that do not directly relate to hearing or visual disabilities. Examples of services that ASDB will not provide include, but are not limited to: medical care, nursing services, behavioral health aides, foreign language interpreters, mobility devices for physical disabilities, occupational or physical therapy, speech/language therapy, and/or transportation.

ii. ASDB will not duplicate existing services available at the Participating School pursuant to A.R.S. § 15-1302(E).

c. ASDB, through its Regional Cooperative, shall make reasonable efforts to meet the needs of any Qualified Student but this Agreement shall not obligate ASDB or its staff to: assume any duty that is not required by law, perform an impossible or impracticable action, or expend public resources in excess of its available funds.  
A.R.S. § 1-254.

4. **Addendum A** sets forth examples of services that may be available for the Participating School or its Qualified Students from ASDB, through its Regional Cooperative. This list is not comprehensive, exclusive, or binding. It is subject to modifications and provides examples, not assurances. This list shall not be construed by any party or persons to create any benefit for any party, organization, or person that is enforceable by law.

C. This Agreement does not relieve any party of its legal duties under applicable Federal or State law.

## V. FINANCING

### A. Background.

1. **Administrative costs.** The State of Arizona provides ASDB with a legislative appropriation that supports the administrative costs of operating the Regional Cooperatives and providing services on behalf of the Participating Schools.
2. **Instructional and service costs.** The Participating Schools that join the Regional Cooperative combine their resources to share the costs associated with the specialized instruction, services, and equipment that pertain to the hearing or visual disabilities of qualified students enrolled in the Participating Schools.

### B. Membership fees.

1. Each participating school pays a membership fee for its membership in the Cooperative.



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2. ASDB has established the membership fees with the intent that these fees will cover the cost of Supplementary Aids and Services that pertain to hearing or visual disabilities for Qualified Students enrolled in the Participating School.
3. The membership fee schedule for schools in each Region is attached as **Addendum B** to this Agreement and is incorporated by reference. The membership fee schedule is subject to modification on an annual basis. ASDB shall provide a Participating School with reasonable and timely notice of any changes to the membership fee schedule prior to billing at an adjusted rate.

C. **Instructional Costs.** Schools that participate in the Regional Cooperatives share the instructional costs related to hearing or visual disabilities for a Qualified Student enrolled at a Participating School either through institutional voucher funds or through a fee for services agreement. Other Approved Educational Programs, as defined herein can only pay for services through the Fee for Services as described below in (C) (2).

1. **Institutional vouchers.** A Regional Cooperative may apply for and use an institutional voucher, *see* A.R.S. §§ 15-1201 through -1205, towards the instructional costs of its Qualified Student(s).
  - a. Participating Schools, unless otherwise agreed upon by ASDB, shall use the institutional voucher to pay ASDB, through its Regional Cooperative, for services that address the hearing and visual disabilities of qualified students. *See* A.A.C. R7-2-404(A).
  - b. The use of an institutional voucher to pay for services from ASDB, through its Regional Cooperative, does not divest responsibility from the Participating School for providing a FAPE.
    - i. A Participating School that uses an institutional voucher to pay for cooperative services cannot designate ASDB, its Regional Cooperatives, or its employees, as the PEA that is responsible for providing an education to Qualified Students.
    - ii. A Qualified Student, whose Participating School uses the institutional voucher to pay ASDB for services provided through its Regional Cooperatives, is not "enrolled" or "attending" ASDB, as contemplated by A.A.C. R7-2-404(A).
  - c. In appropriate situations, the Participating School may be eligible for reimbursement of unexpended institutional vouchers payments. *See* **Addendum C** for an example of anticipated reimbursements to participating schools.
  - d. **Additional Fees or Costs.** In certain situations, ASDB may need to assess fees and/or costs incurred by ASDB to the Participating School when the costs for services that are directly related to a Qualified Student's hearing impairment, deafness and/or a visual impairment exceed institutional voucher funds.

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- i. Additional costs will be negotiated on a case by case basis, approved by the ASDB Superintendent, the Regional Director of the Regional Cooperative, and the appropriate designee of the Participating School.
  - ii. ASDB, through the Regional Cooperatives, may not incur any obligation or make any expenditure that is not authorized by appropriation or allotment to provide specific services for a Qualified Student pursuant to A.R.S. § 1-254.
2. **Fee for services.** For those students with additional disabilities identified by the MET/IEP, a Participating School shall reimburse ASDB for its costs in providing services through the Regional Cooperative under a Fee For Service agreement *See Addendum D*.
    - a. A fee for service schedule will vary depending on location, nature, duration, and extent of services provided by ASDB through its Regional Cooperative.
    - b. The fees for services may change at unexpected intervals. ASDB shall provide a Participating School with reasonable and timely notice of any changes to a fee schedule prior to billing at an adjusted rate.
  3. ASDB, through its Regional Cooperatives and Regional Directors, shall maintain the budgets for each Regional Cooperative.

#### **VI. DURATION, TERMINATION, AND DISPOSITION OF PROPERTY**

- A. **Duration.** This Agreement shall become effective after approval by each Party's respective Governing Board on the later of the date of execution by ASDB and the Participating School.
  1. The duration of the Agreement shall be for 5 years after the date of execution.
  2. It may be extended for an additional 5 years upon approval of the parties' respective Governing Boards.
- B. **Termination.**
  1. The parties may terminate this Agreement prior to the end of its terms as follows:
    - a. **Mutual Agreement.** The parties may terminate the Agreement by mutual agreement by providing written notice of termination specifying the date of termination prior to termination of the Agreement. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
    - b. **Unilateral.** Either party may terminate the Agreement by providing written notice of termination 90 days prior to termination. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.

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2. **Termination by law.** Notwithstanding any other provision regarding duration or termination of this Agreement, this Agreement is subject to termination by the following operations of law.

- a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.
  - i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.
  - ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.
  - iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.
  - iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.
  - v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation under A.R.S. § 38-511, as it pertains to the cancellation of State contracts.

C. **Disposition of Property upon Termination of Agreement.** Property acquired by the Parties in order to perform its respective responsibilities and obligations under the terms of this Agreement shall be disposed of upon termination of the Agreement as follows:

- 1. All property purchased by ASDB shall remain the sole property of ASDB;
- 2. All property purchased by a Participating School shall remain the sole property of the Participating School.

## VII. GENERAL TERMS AND CONDITIONS

A. **There are no third party beneficiaries.** This Agreement shall not be construed to provide any additional rights, causes of action, or participation in the placement process

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to any students, parents, or interested persons beyond those enumerated in federal or state law.

- B. **Modification:** Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Notwithstanding this provision, ASDB may modify fee schedules or membership rates in the manner specified, above.
1. Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
    - a. Change of telephone number.
    - b. Change in authorized signatory.
    - c. Change in the name and/or address of the person to whom notices are to be sent.
- C. **Civil Rights Assurance and Nondiscrimination.** The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- D. **Records and Audits.** Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.
- E. **Indemnification**

**For District schools and "Other Approved Educational Programs that meet the definition of "public agency" in A.R.S. § 11-951 et seq.:** Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.

**For Charter Schools and Other Approved Educational Programs (not meeting the definition of "public agency" in A.R.S. § 11-951 et seq.:** The Participating School shall indemnify, defend, save and hold harmless the Arizona State Schools for the Deaf and the Blind, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Participating School or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Participating School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the Participating

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School. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the Participating School from and against any and all claims. It is agreed that the Participating School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- F. **Insurance for Charter Schools and Other Approved Educational Programs (not meeting the definition of "public agency" in A.R.S. § 11-951 et seq.):** The Participating Schools shall obtain and maintain insurance in accordance with the laws of the State of Arizona.

**Waiver of Rights:** The Participating School and its insurers providing the required coverage shall waive all rights of recovery against the State of Arizona and the Arizona State Schools for the Deaf and the Blind.

- G. **Participation in Similar Activities.** This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.
- I. **Confidentiality.** Both Parties agree to comply with all applicable state and federal privacy laws including the federal Family Educational Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996.
- J. **Anti-Trust Violations.** The parties shall assign any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the parties toward fulfillment of this Agreement to the State of Arizona.
- K. **Privatization.** To the extent that this Agreement may require or lead to the privatization of any governmental function, the parties agree to comply with the requirements of A.R.S. § 41-2772.
- L. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.
- M. **Arbitration:** To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration, except as may be required by other applicable statutes.
- N. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes all oral representations, negotiations, and prior writings between the parties with respect to the subject matter hereof.

Between

Humboldt Unified School District

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Date Initiated:  
10/26/220

**ASDB Regional Administrator****Participating School Administrator**

Signature

Date \_\_\_\_\_

Michele Lucci, Regional Director

**Typed Name and Title**

2450 S 4th Ave. Ste 600

### Mailing Address

Yuma, AZ 85364

City/State/Zip

**Signature**

Date \_\_\_\_\_

Patty Bitsilly, Executive Director of Special Services

**Typed Name and Title**

6411 N Robert Road

**Mailing Address**

Prescott Valley, AZ 86314

City/State/Zip

A. This Agreement is entered into and is effective as of the date of the last signature.

B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.

C. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## ASDB Administrator

**Participating School Administrator**

**Signature**

Date \_\_\_\_\_

Dr. Kristen Rex, Assistant Superintendent

**Typed Name and Title**

1200 West Speedway Blvd

**Mailing Address**

Tucson Arizona 85745

City/State/Zip

Signature \_\_\_\_\_

Date \_\_\_\_\_

John Pothast, Superintendent

**Typed Name and Title**

6411 N Robert Road

**Mailing Address**

Prescott Valley, AZ 86314

City/State/Zip

AGREEMENT

Between

The Arizona State Schools for the Deaf and the Blind and  
Participating Public Schools or Other Approved  
Educational Program

Humboldt Unified School District

RE: Regional Cooperative Agreement  
Region 1

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**Attorney approval required.**

This Agreement has been reviewed, pursuant to A.R.S. §11-952, if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Participating School Governing Board.

By: \_\_\_\_\_  
Legal Counsel for Participating School

\_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name

This Agreement has been reviewed, pursuant to A.R.S. §11-952 if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the ASDB Governing Board.

By: \_\_\_\_\_  
Legal Counsel for ASDB

\_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name

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VIII. NOTICES, REPORTS, CORRESPONDENCE shall be sent to the following addresses:

ASDB Regional Administrator	Participating School Administrator
<p><i>Michele Lucci</i> 10/26/2020            Signature Date</p>	<p>Signature Date</p>
<p>Michele Lucci, Regional Director</p>	<p>Patty Bitsilly, Executive Director of Special Services</p>
<p>Typed Name and Title</p>	<p>Typed Name and Title</p>
<p>2450 S 4th Ave. Ste 600</p>	<p>6411 N Robert Road</p>
<p>Mailing Address</p>	<p>Mailing Address</p>
<p>Yuma, AZ 85364</p>	<p>Prescott Valley, AZ 86314</p>
<p>City/State/Zip</p>	<p>City/State/Zip</p>

IX. SIGNATURE AUTHORITY

- A. This Agreement is entered into and is effective as of the date of the last signature.
- B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ASDB Administrator	Participating School Administrator
<p>Signature Date</p>	<p>Signature Date</p>
<p>Dr. Kristen Rex, Assistant Superintendent</p>	<p>John Pothast, Superintendent</p>
<p>Typed Name and Title</p>	<p>Typed Name and Title</p>
<p>1200 West Speedway Blvd</p>	<p>6411 N Robert Road</p>
<p>Mailing Address</p>	<p>Mailing Address</p>
<p>Tucson Arizona 85745</p>	<p>Prescott Valley, AZ 86314</p>
<p>City/State/Zip</p>	<p>City/State/Zip</p>



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**Attorney approval required.**

This Agreement has been reviewed, pursuant to A.R.S. §11-952, if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Participating School Governing Board.

By: \_\_\_\_\_  
 Legal Counsel for Participating School Date

\_\_\_\_\_  
 Printed Name

This Agreement has been reviewed, pursuant to A.R.S. §11-952 if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the ASDB Governing Board.

By: \_\_\_\_\_  
 Legal Counsel for ASDB Date

\_\_\_\_\_  
 Printed Name



## ADDENDUM A

### COOPERATIVE SERVICE OPTIONS AVAILABLE

In collaboration with ASDB's participating educational partners in Arizona, the regional cooperatives provide comprehensive direct, indirect, and non-teaching services related to students with qualified hearing and visual needs. Addendum A outlines examples of service options available to member districts and schools. Regional Cooperative Directors can provide further guidance on additional services options available upon request.

#### **Itinerant Services**

The qualified staff of Teachers of the Deaf/Hard of Hearing and Teachers of the Blind/Visual Impaired develop and revise individual educational plans with emphasis on specialized instruction, related services, and equipment for identified students with hearing or vision eligibilities.

Direct or consultative itinerant service may include, but are not limited to, specialized instruction per IEP team decision related to students hearing and/or vision needs.

Examples of specialized instruction for students who are deaf/hard of hearing are:

- Pre-teaching of concepts and vocabulary
- Listen and spoken language instruction
- Reading and writing instruction in conjunction with general education curriculum of the school district
- Content vocabulary
- Use of prior knowledge to expand on conceptual knowledge of classroom curriculum
- Instruction on the role and usage of an educational interpreter

Examples of specialized instruction for students who are blind or who have low vision are:

- Braille instruction
- Nemeth instruction
- Keyboarding skills
- Instruction on use of assistive technology/devices to access the general educational curriculum
- UEB instruction

## Addendum A

Related services include, but are not limited to, services provided to students with hearing and/or vision needs determined by the IEP Team.

Examples of related services for students who are deaf and/or hard of hearing, including deafblindness are:

- Educational interpreting
- Intervener
- Educational audiologists

Examples of related services for students who are blind or have low vision are:

- Orientation and mobility
- Braille production services
- Low vision support

Specialized equipment may include, but is not limited to, equipment related to the hearing and/or vision needs determined by the IEP Team.

Examples of specialized equipment for students who are deaf and/or hard of hearing, including deaf blindness are:

- Hearing assistive technology (HAT)
  - FM Technology
  - Infrared Technology
  - Bluetooth Technology
  - Hybrid Technology

Hearing Assistive Technology (HAT) includes a variety of amplification options that are individually selected to match the personal hearing needs of each student. This technology is professionally prescribed and routinely serviced to ensure excellent reliability and quality auditory access in diverse learning environments. The purpose of this technology is to enhance hearing accessibility for students without personal amplification as well as students with personal amplification such as hearing aids and implantable devices. Hearing Assistive Technology (HAT) equipment employs the advantages of both individually worn systems and classroom systems to best accomplish this goal.

Examples of specialized equipment for students who are blind and/or have low vision are:

- Braille writing devices
- Braille displays
- Compatible printers/scanners/OCR readers
- Screen readers/Reading applications
- Portable video magnifiers
- iPads/Laptop with textbooks/Internet access/Screening sharing software

DESERT VALLEY / EASTERN HIGHLANDS / NORTH CENTRAL / SOUTHEAST / SOUTHWEST

## Addendum A

- Lighting options
- Hand held magnification for near and distance

### **Non-Teaching Services**

In collaboration with district education partners in Arizona, the regional cooperatives provide non-teaching services that support education programming for students with Hearing, Vision and Deafblind needs per the IEP Team decision.

Non-teaching services may include, but are not limited to:

- Support the educational programming
- Routine audiological testing and equipment monitoring for students using HAT
- Assistive Technology evaluations
- Functional Vision Assessments and/or Learning Media Assessments
- Clinical Low Vision examinations
- Training and technical assistance to general education and/or special education support teams
- Participation in initial re-evaluation process and related hearing and/or vision needs
- Orientation and Mobility training
- Active participation on multidisciplinary evaluation teams for initial and reevaluation of students with hearing and/or vision needs, including deafblindness

Effective March 7, 2019

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Page 3 of 3



## Arizona State Schools for the Deaf and the Blind

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### ADDENDUM B MEMBERSHIP FEES

#### Membership Fee for School Districts or Charter Schools

Fewer than 200 Students	\$ 300.00
200 to 999 Students	\$ 550.00
1000 to 4999 Students	\$ 800.00
5000 or more	\$ 1,050.00

#### Membership Fee for Other Approved Educational Programs

\$ 550.00

Effective July 1, 2019

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## ADDENDUM C

ASDB will reimburse up to \$1,500.00 per school year to member districts for each student whose institutional voucher is received – prorated based on the school calendar of the Participating School and the starting and ending dates of services provided to the student.

Effective March 7, 2019  
Rev. 04/15/19

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## Arizona State Schools for the Deaf and the Blind

### ADDENDUM D FEE FOR SERVICE SCHEDULE

Fee for service rates are consistent across the regional cooperatives. Rates are based on the number of service minutes designated by a student IEP and must be provided by ASDB staff, and may include specialized equipment assigned to students.

Students who are not vouchered by ASDB but require provision of services for vision and/or hearing needs are placed on a fee for service schedule dependent on level of service. Those services are billed twice yearly by ASDB's Business Services.

#### Fees by Service Level for School Districts and Charter Schools

##### Direct Service (No equipment provided)

Direct/Indirect .....Up to 1 hour monthly .....\$3,080.00

##### Itinerant Services (Equipment provided per IEP recommendation)

Level I.....Up to 1½ hours of service per week .....\$5,769.50

Level II .....More than 1½ and up to 3 hours of service weekly .....\$8,068.50

Level III .....More than 3 and up to 5 hours of service weekly .....\$12,100.00

Level IV .....More than 5 and up to 10 hours of service weekly .....\$17,886.00

Level V .....More than 10 up to 15 hours of service weekly .....\$23,650.00

#### Fees by Service Level for Other Approved Educational Programs

##### Direct Service (No equipment provided)

Direct/Indirect .....Up to 1 hour monthly .....\$4,004.00

##### Itinerant Services (Equipment provided per IEP recommendation)

Level I.....Up to 1½ hours of service per week .....\$7,499.80

Level II .....More than 1½ and up to 3 hours of service weekly .....\$10,488.50

Level III .....More than 3 and up to 5 hours of service weekly .....\$15,730.00

Level IV .....More than 5 and up to 10 hours of service weekly .....\$23,251.80

Level V .....More than 10 up to 15 hours of service weekly .....\$30,745.00

Effective July 1, 2019

DESERT VALLEY / EASTERN HIGHLANDS / NORTH CENTRAL / SOUTHEAST / SOUTHWEST





# CONSENT

## Item 8H.

### Addendum to Sparklight WAN Agreement

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 H
FROM:	Patrick Keeling, Director of Technology	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Ratification of Addendum to Sparklight WAN Agreement.	Action
		Consent X

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

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### **SUPPORTING DATA**

On April 22<sup>nd</sup> 2020 the HUSD Governing Board unanimously voted to approve the award of a contract for Wide Area Network Services to Sparklight. The original agreement for WAN services includes 9 school sites as well as the District Office. At the time the original contract was approved the HUSD Technology Department was in the planning stages of relocating the Datacenter located at the Highway 69 (old DO) facility to Bradshaw Mountain High School. Due to the shift in priorities for the Technology Department as a result of COVID-19 the Datacenter relocation is still in the planning phase.

Consequently, it is necessary to provide WAN services to the Highway 69 facility until the Datacenter is relocated to Bradshaw Mountain High School.

Sparklight Business has proposed an addendum to the WAN agreement that will allow the District to maintain network services at the Highway 69 facility on a month-to-month basis with no installation costs. These services may be cancelled, without penalty, once the Datacenter relocation is complete. Approval of this addendum will result in a \$781 increase to the monthly cost for WAN services from Sparklight.

Legal counsel has reviewed the proposed addendum and has indicated it is acceptable as related to the original Sparklight agreement.

Once the Datacenter has been relocated to Bradshaw Mountain High School, the District will provide written notice to Sparklight cancelling this addendum and related services for the Highway 69 facility.

### **SUMMARY & RECOMMENDATION**

The addendum to the Sparklight WAN agreement was reviewed and signed by Superintendent John Pothast on November 16<sup>th</sup> 2020. It is recommended that the HUSD Governing Board ratify the signing of this addendum.

### **Sample Motion**

I move to approve the ratification of the addendum to the Sparklight contract for Wide Area Network Services resulting in a fee increase of \$781 per month until the HUSD Datacenter relocation is complete.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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



## Addendum to Humboldt USD 22 Agreement

This Addendum Dated *Monday, November 16<sup>th</sup>, 2020* modifies the agreement dated the 24<sup>th</sup> day of April, 2020 by and between Cable One, Inc. dba Sparklight Business ("Sparklight Business") located at 210 East Earll Drive, Phoenix, AZ 85012 and *Humboldt USD 22* ("Subscriber"), located at *6411 N Robert Rd, Prescott Valley, AZ 86314* for the provision of an option to temporarily add a 9,000 Mb EPL port to the Datacenter located at 8766 E State Route 69, Prescott Valley, AZ 86314. This new 9,000 Mb EPL port will serve as the EPL hub site on a month-to-month basis. Subscriber may cancel this service without penalty upon written notice to Sparklight Business. The New MRC for the above location will be:  
\$781.00.

Without change to any other terms of the Agreement, this addendum modifies at the same rate as the initial term.

All other Terms & Conditions of the original Service Agreement between Sparklight Business and *Humboldt USD 22* will continue without change.

Location Name	HUSD Datacenter
Location Address	8766 E State Route 69, Prescott Valley, AZ 86314
New Bandwidth	9,000 Mbps EPL
New MRC	\$781.00

Humboldt USD 22:

By: 

Printed Name: John Portner

Title: Superintendent

Address: 6411 N. Robert Rd

Prescott Valley, AZ 86315

Phone: 928.759.4000

Date: 11-18-2020

SPARKLIGHT BUSINESS

By: \_\_\_\_\_

Printed Name: Christopher Boone

Title: VP Business Services

Address: 210 E Earll Drive

Phoenix, AZ 85012-2626

Phone: (602) 364-6000

Date: \_\_\_\_\_



# CONSENT

## Item 8l.

### Grand Canyon University Student Placement Agreement

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Kort Miner, Executive Director of Operations/HR	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Request for approval of Student Teaching Affiliation Agreement with Grand Canyon University	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 is the 2020-2023 Student Teaching Affiliation Agreement between Grand Canyon University and Humboldt Unified School District for GCU students to complete their student-teaching in HUSD.

This is a great opportunity for HUSD to hire and recruit student-teachers from GCU.

The IGA has been approved by district legal counsel.

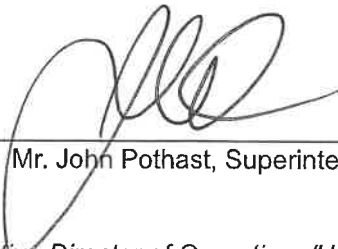
### **SUMMARY & RECOMMENDATION:**

Administration recommends the approval of the 2020-2023 Student Teacher Affiliation Agreement between GCU and Humboldt Unified School District.

### ***Sample Motion:***

*I move to approve the Student Teacher Affiliation Agreement with GCU for their student-teachers to complete their student-teaching in HUSD from 2020-2023.*

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations/HR (759-4000)

# Student Teaching Affiliation Agreement Between GCU and Humboldt Unified School District

1. **PARTIES:** This agreement is entered into on this 4th day of November by and between Grand Canyon University (GCU) and Humboldt Unified School District located at 6411 N. Robert Rd., Prescott Valley, AZ 86314. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins November 2020 and ends June of 2023.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to the Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:  

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 W. Camelback Road Phoenix, Arizona 85017	Humboldt Unified School District 6411 N. Robert Rd. Prescott Valley, AZ 86314
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10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
14. **RESPONSIBILITIES OF GCU**
- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
- i. Commercial General Liability (Minimum Requirements):
- Limits of Liability:
- \$1,000,000 Combined Single Limit
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products Aggregate
  - \$1,000,000 Personal Injury
  - \$5,000 Medical Payments
- Coverage:
- Premises/Operation Liability
  - Medical Payments Liability
  - Contractual Liability
  - Personal Injury Liability
  - Independent Contractors
- ii. Professional Liability, as related to Educational Services
- Limits of Liability:
- \$1,000,000 each wrongful act
  - \$1,000,000 aggregate
- iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade  
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 11/4/2020

By: \_\_\_\_\_  
(Signature)

Name: John Pothast  
(Please print or type)

Title: Superintendent  
(Please print or type)

Date: \_\_\_\_\_



# CONSENT

## Item 8J.

Transfer of  
Library Books

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 J
FROM:	Dr. Rob Bueche, Executive Director- Educational Services/Federal Programs	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Transfer of Obsolete Library Books	Action
		Consent X
<hr/>		
OBJECTIVE:	Board Governance	

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### **SUPPORTING DATA:**

While examining the library collection at Bradshaw Mountain High School, the Yavapai Library Network and Bradshaw Mountain High School determined there were a number of books which had not been checked out in several years.

Humboldt Unified School District has been in contact with YLN regarding the needs for additional library books within the schools it serves. Clarkdale-Jerome School District has demonstrated a need for the books, and would be the recipient of a transfer to their school district's collection.

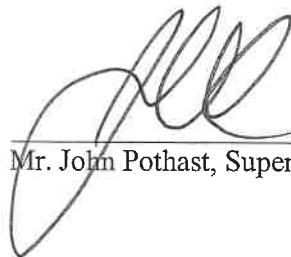
### **SUMMARY & RECOMMENDATION**

It is the recommendation from the administration to approve the transfer of obsolete library books to the Clarkdale-Jerome School District

### ***Sample Motion:***

*I move to approve the transfer of obsolete library books to the Clarkdale-Jerome School District.*

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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

# CONSENT

## Item 8K.

### Authorization of Enrollment Stabilization Grant Award

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8K
FROM:	Dr. Rob Bueche, Executive Director- Educational Services & Federal Programs	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Ratification of the Authorization of Enrollment Stabilization Grant award	Action
		Consent X
<hr/>		
OBJECTIVE:	To Focus on Planning for Future Student Needs	

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### SUPPORTING DATA

Humboldt Unified School District was approved for the Enrollment Stabilization Grant program. In an effort to ensure that school districts did not see a significant hit to their ADM because of the COVID 19 pandemic, funding was made available to school districts through the Governor's Office. While the dollar amount is unknown at this time, Humboldt Unified School District intends to spend the money for personal protective equipment, sanitization equipment, increased enrollment in online learning through Edgenuity, and other measures for providing a safe and sanitary learning environment for students.

The award agreement establishes that the Humboldt Unified School District will follow all terms and submit all reimbursement requests for items purchased with grant funding by December 30, 2020. Any funds not spent would be returned to the State of Arizona.

The agreement has been reviewed by legal counsel.

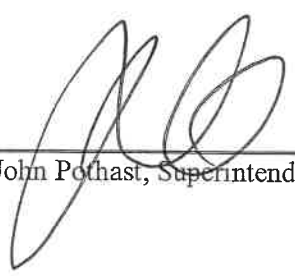
### SUMMARY & RECOMMENDATION

**It is the recommendation that the Governing Board ratify the authorization of the Enrollment Stabilization Grant awarded by the State of Arizona.**

### Sample Motion

*I move to approve the ratification of the authorization of the Enrollment Stabilization Grant awarded by the State of Arizona.*

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

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



DOUGLAS A. DUCEY  
GOVERNOR

STATE OF ARIZONA  
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

October 7, 2020

Humboldt Unified School District (CTDS: 130222000):

I am pleased to inform you that we are awarding your entity funding from the Enrollment Stabilization Grant (ESG) Program. We appreciate your leadership and partnership during this difficult time. This program was designed to support Arizona's Local Education Agencies and Charters with the safe reopening of schools.

As you know, the health and safety of our schools' students and teachers is our top priority and ensuring that each Local Education Agency is able to provide safe and accessible learning spaces, whether distanced or in-person, for the 2020-2021 academic school year, is the key focus of the Enrollment Stabilization Grant Program.

If there is anything my office can do to assist in the implementation of your efforts, please don't hesitate to reach out.

Further details are enclosed.

Sincerely,

A handwritten signature in black ink that reads "Douglas A. Ducey".

Douglas A. Ducey  
Governor, State of Arizona

State of Arizona  
Office of the Governor  
**Enrollment Stabilization Grant (ESG) Program**

ERMT Grant Number: ERMT-21-2276  
Award Amount: TBD- Section I

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**Grant Agreement Terms and Conditions**

This Grant Agreement ("Agreement") is between Humboldt Unified School District (CTDS: 130222000) ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

**I. Purpose**

Support Local Education Agencies (LEAs) and Charter schools in Arizona with the safe reopening of schools, by providing funding through the U.S. Department of Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The specific formula award amount will be known on or about November 19, 2020 at which time a grant adjustment notice (modification) shall be issued. The formula amounts will be based on 40<sup>th</sup>-day Average Day Membership (ADM) or the best possible estimate of 40<sup>th</sup>-day ADM.

**II. Term, Effective Date, and Termination**

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

**III. Renewal and Amendments**

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

**IV. Obligations of the Parties**

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days after the end of the project period.
- c. Grantee agrees that all encumbered funds must be expended on or before the expiration of this Agreement.
- d. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- e. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- f. Required programmatic and financial reports are submitted according to the grant solicitation.

**V. Fund Management**

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- |                         |             |
|-------------------------|-------------|
| a. Financial Management | d. Property |
| b. Procurement          | e. Travel   |
| c. Personnel            |             |

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** - it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable federal regulations for administrative requirements, cost principles and audits

**VI. DUNS/CCR**

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the System for Award Management ("SAM"). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located here.

**VII. Organizational Audit Requirements**

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found online.

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

**VIII. Unallowable Costs**

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

**IX. Conflicts of Interest Policy**

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

**X. Acknowledgement of Federal Funding in Communications and Contracting**

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**XI. Mandatory Disclosures**

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

**XII. Data Collection and Performance Measurement**

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

**XIII. Ad Hoc Submissions**

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

**XIV. Applicable law**

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

**XV. Payments**



Full allocation payments will be made to the Grantee once the final grant award has been accepted in the grant management system, eCivis and a signed agreement is on file.

**XVI. Notification of Program Changes**

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

**XVII. Relationship of Parties**

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

**XVIII. Other**

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
  - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
  - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
  - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
  - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or

employee of the Parties to this Agreement.

- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this 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.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this

Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

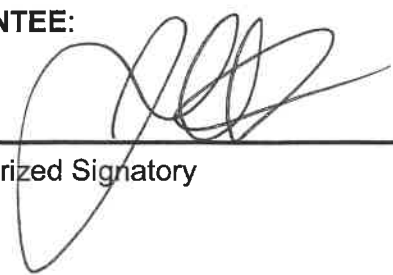
State of Arizona  
Office of the Governor  
**Arizona Enrollment Stabilization Grant (ESG) Program**  
**Special Conditions**

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1. Grantees agree to comply with all provisions of Executive Order 2020-41, 2020-44, 2020-51.
2. Grantee agrees to comply with the provision of benchmark testing in Executive Order 2020-44.
3. Grantee certifies the LEA will provide 180 days of instructional time in the 2020-2021 school year.
4. Grantee certifies it did not limit the availability of, or refuse to provide, free on-site support services.
5. Grantee agrees to comply with all state and federal financial transparency requirements by October 15, 2020 or as extended by the Arizona Auditor General's Office.
6. Grantee agrees to submit to the Governor's Office, the data per federal law (ESEA §1111(b)(1)(C)(x), (h)(2)(C)), and state law (A.R.S. §15-746 E) for the Annual Financial Report.
  - a. Federal law requires LEAs to submit an annual report per-pupil expenditures of Federal, state, and local funds, disaggregated by source of funds. Per-pupil expenditures must include actual personnel and non-personnel expenditures. State law requires additional school-level financial transparency. Beginning in FY 2021, LEAs must provide an annual financial report for the prior fiscal year that includes all of the following:
    1. The detailed total revenues generated by weighted student count.
    2. The total allocated federal, state, and local revenue.
    3. The allocation of classroom site fund monies.
    4. The amounts allocated for teacher pay and benefits, classroom supplies, student support, and other expenditures.
    5. A comparison of the schools' funding information to other schools in the LEA.In addition, LEAs must also provide the total allocated philanthropic revenue for each school in the LEA.
7. Grantee agrees to not replace their instructional program with a dropout recovery program.
8. Grantee agrees to implement a policy to require face coverings per Executive Order 2020-51.
9. Grantee agrees that waiver requests submitted for the E.O 2020-51 requirement of on-site in person learning requirement, must be accompanied by the documentation provided by the county health department and the Arizona Department of Health Services, advising the charter or school district to close.
10. Grantee understands the fund source for this program is outlined in section 1 and is considered Federal pass through funding. All Federal guidelines, program guidance, and frequently asked questions as it pertains to the CRF fund source apply to the ESG Program grantees.
11. Based on CRF FAQ #53, Grantee understands the Governor's Office will allow Grantees to presume that the first \$500 worth of expenses per student are associated with the safe reopening of schools.

IN WITNESS WHEREOF, the Grantee has executed the Agreement the day and year first above written.

**GRANTEE:**

  
\_\_\_\_\_  
Authorized Signatory

11-12-2020  
\_\_\_\_\_  
Date

John Pothast, Superintendent  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Additional signature(s) if required by Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



# CONSENT

## Item 8L.

IRS Tax Form 8038-G

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8 L  
FROM: Roger Studley Reading  
DATE: December 8, 2020 Discuss  
SUBJECT: Tax Form 8038-G - approval to sign Action

Consent X

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

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### SUMMARY & RECOMMENDATION:

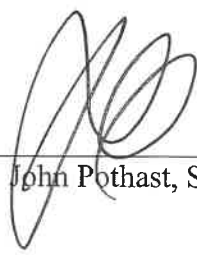
This is an IRS form that needs to be signed for the prior approved copier lease financing.

Attached is a copy of the form and an email from the lender explaining in more detail the purpose of it.

### SUGGESTED MOTION:

I move to approve the signing of IRS Tax Form 8038-G by the Superintendent.

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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



**From:** Kubick, S (Stephen)  
**Sent:** Wednesday, October 21, 2020 4:14 PM  
**To:** 'Arthur Studley' <[arthur.studley@humboldtunified.com](mailto:arthur.studley@humboldtunified.com)>; Patrick Keeling <[patrick.keeling@humboldtunified.com](mailto:patrick.keeling@humboldtunified.com)>; Jeannette Arntzen <[jeannette.arntzen@humboldtunified.com](mailto:jeannette.arntzen@humboldtunified.com)>  
**Subject:** RE: [External] Re: Request: IRS Form 8038-G Signature for Lease 500-50095280 between Humboldt USD and De Lage Landen Public Finance

Good Afternoon,

I apologize for the late response.

The IRS Form 8038-G relates to the federal tax status of the lease income stream. This can sometimes cause confusion in states where state and local sales tax does typically apply to governmental acquisitions, such as in Arizona and California. For this transaction, a total sales tax amount of \$20,813.56 was included in the financing.

Put simply, the IRS terms a governmental obligation as "tax-exempt" when the recipient of interest income (DLL PF) is exempt from paying federal income tax on the income generated. This federal tax exemption allows us to offer more competitive interest rates versus "taxable" financing arrangements which must factor into the interest rate the applicable federal income tax.

This benefit does come with certain conditions that must be met. While most involve how the transaction is structured and the assets that are involved, the 8038-G is an information filing essentially notifying the IRS that a federally tax-exempt income stream has been created. It is a one-time filing that includes the basic facts of the transaction and makes for an easy to reference summary.

I hope this helps, but please let me know if I can clear anything up further.

Thank you,  
**Stephen Kubick**  
*Senior Business Support Officer*  
De Lage Landen Public Finance  
1111 Old Eagle School Road  
Wayne, PA 19087  
Tel: (215) 498-8779  
E-mail: [skubick@leasedirect.com](mailto:skubick@leasedirect.com)

Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

Under Internal Revenue Code section 148(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to [www.irs.gov/8038G](http://www.irs.gov/8038G) for instructions and the latest information.

See-See 5270

OMB No. 1545-0020

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>Humboldt Unified School District No. 22</b>		2 Issuer's employer identification number (EIN) <b>86-6003010</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Stephen R. Kubick</b>		3b Telephone number of other person shown on 3a <b>410-386-5722</b>
4 Number and street for P.O. box if mail is not delivered to street address <b>1111 Old Eagle School Road</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Wayne, PA 19087</b>		7 Date of issue <b>09/23/2020</b>
8 Name of issuer <b>Lease 500-50095280 between Humboldt Unified School District No. 22 and De Lage Landen PF</b>		9 CUSIP number <b>NONE</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Roger Studley, Chief Financial Officer</b>		10b Telephone number of officer or other employee shown on 10a <b>938-759-4027</b>

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11	279,445	53
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe <b>▶</b>	18		
19a If bonds are TANs or BANA, check only box 19a <input type="checkbox"/>			
b If bonds are BANA, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/23/2025	\$ 279,445.53	\$ 279,445.53	2.6225 years	3.8902 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	279,445	53
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0	00
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	0	00
29 Total (add lines 24 through 28)	29	0	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	279,445	53

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <b>▶</b>	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded <b>▶</b>	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <b>▶</b>	
34 Enter the date(s) the refunded bonds were issued <b>▶</b> (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

CPL No. 637735

Form **8038-G** (Rev. 8-2018)

<b>Part VI Miscellaneous</b>																		
<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>																
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>																
<b>b</b>	Enter the final maturity date of the GIC ► (MM/DD/YYYY) . . . . .																	
<b>c</b>	Enter the name of the GIC provider ► . . . . .																	
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>																
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:																	
<b>b</b>	Enter the date of the master pool bond ► (MM/DD/YYYY) . . . . .																	
<b>c</b>	Enter the EIN of the issuer of the master pool bond ► . . . . .																	
<b>d</b>	Enter the name of the issuer of the master pool bond ► . . . . .																	
<b>39</b>	If the issuer has designated the issue under section 285(b)(3)(B)(iii) (small issuer exception), check box . . . . . ► <input type="checkbox"/>																	
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► <input type="checkbox"/>																	
<b>41a</b>	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:																	
<b>b</b>	Name of hedge provider ► . . . . .																	
<b>c</b>	Type of hedge ► . . . . .																	
<b>d</b>	Term of hedge ► . . . . .																	
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ► <input type="checkbox"/>																	
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► <input type="checkbox"/>																	
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► <input type="checkbox"/>																	
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► . . . . .																	
<b>b</b>	Enter the date the official intent was adopted ► (MM/DD/YYYY) . . . . .																	
<b>Signature and Consent</b>	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and in the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 60%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> </td> <td style="border: none; width: 10%; text-align: center; vertical-align: bottom;">Date</td> <td style="border: none; width: 30%; text-align: center; vertical-align: bottom;">Type or print name and title</td> </tr> </table>			<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>	Date	Type or print name and title												
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<b>Paid Preparer Use Only</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Print/Type preparer's name Stephen R. Kubick</td> <td style="width: 30%; padding: 2px;">Preparer's signature <i>Stephen R. Kubick</i></td> <td style="width: 15%; padding: 2px;">Date 10-19-2020</td> <td style="width: 10%; padding: 2px;">Check <input type="checkbox"/> if self-employed</td> <td style="width: 15%; padding: 2px;">PTIN PD1834381</td> </tr> <tr> <td colspan="3" style="padding: 2px;">Firm's name ► De Lage Landan Public Finance LLC</td> <td colspan="2" style="padding: 2px;">Firm's EIN ► 72-1603479</td> </tr> <tr> <td colspan="3" style="padding: 2px;">Firm's address ► 1111 Old Eagle School Road, Wayne, PA 19087</td> <td colspan="2" style="padding: 2px;">Phone no. 610-386-5722</td> </tr> </table>			Print/Type preparer's name Stephen R. Kubick	Preparer's signature <i>Stephen R. Kubick</i>	Date 10-19-2020	Check <input type="checkbox"/> if self-employed	PTIN PD1834381	Firm's name ► De Lage Landan Public Finance LLC			Firm's EIN ► 72-1603479		Firm's address ► 1111 Old Eagle School Road, Wayne, PA 19087			Phone no. 610-386-5722	
Print/Type preparer's name Stephen R. Kubick	Preparer's signature <i>Stephen R. Kubick</i>	Date 10-19-2020	Check <input type="checkbox"/> if self-employed	PTIN PD1834381														
Firm's name ► De Lage Landan Public Finance LLC			Firm's EIN ► 72-1603479															
Firm's address ► 1111 Old Eagle School Road, Wayne, PA 19087			Phone no. 610-386-5722															



# CONSENT

## Item 8M.

### Revised Stipend Schedule

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8M
FROM:	Kort Miner, Executive Director of Operations/HR	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Approval of the Revised 2020-21 Stipend Schedule	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

### **SUPPORTING DATA**

The attached stipend schedule includes clarification of number of positions, adjustments to categories and rates, and additions using non M&O funding. Changes are highlighted. Additions include:

- (2) Instructional Specialist Tech Support stipends

### **SUMMARY & RECOMMENDATION**

It is recommended that the Governing Board approve the revised 2020-21 Stipend Schedule.

### **Sample Motion**

I move to approve the attached 2021-22 Stipend Schedule for the 2020-21 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, 759-4006*

## 2020-2021 STIPEND SCHEDULE

		Board Approved (4/7/2020)	
		STIPEND CATEGORIES AND RATES	
		YEARS	YEARS
		0-3	4-6
		7+	7+
POSITION TYPE		Number of Positions	*Funding Source
FOOTBALL (Fall Season)			
	Category 1 = 12% Category 2 = 10% Category 3 = 7.5% Category 4 = 5% Category 5 = 2.5%		
	Football - Head Coach	1	M/O
	Football - Assistant Coach	5	M/O
	Football - Assistant Coach - Additional	2	Tax Credit
	Football - Flag Football - Elementary	1 per building	Tax Credit
	Weight Room Coach - HS (3 seasons)	1 per season	Tax Credit
BASKETBALL			
	Basketball Boys - Head Coach	1	M/O
	Basketball Boys - Assistant Coach	1	Tax Credit
	Basketball Girls - Head Coach	1	M/O
	Basketball Girls - Assistant Coach	1	Tax Credit
	Basketball Boys - JV Coach	1	M/O
	Basketball Girls - JV Coach	1	M/O
	Basketball Boys - Freshman	1	M/O
	Basketball Girls - Freshman	1	M/O
	Basketball Boys - 8th Grade	1	M/O
	Basketball Girls - 8th Grade	1	M/O
	Basketball - Assistant Coach - MS	1 per building	Tax Credit
	Basketball Boys - Elementary	1 per building	Tax Credit
	Basketball Girls - Elementary (Co-ed, if needed)	1 per building	Tax Credit
WRESTLING (Winter Season)			
	Wrestling - Head Coach	1	M/O
	Wrestling - JV Coach	1	M/O
	Wrestling - Assistant Coach - HS	1	Tax Credit
	Wrestling - Combined Middle School Coach	1	M/O
	Wrestling - Assistant Coach - MS	1	Tax Credit
	Wrestling - Combined Elementary Coach	1	Tax Credit
VOLLEYBALL (Fall Season)			
	Volleyball - Head Coach	1	M/O
	Volleyball - JV Coach	1	M/O
	Volleyball - Freshman Coach	1	M/O
	Volleyball - Middle School	1 per building	M/O
	Volleyball - Assistant Coach MS	1 per building	Tax Credit
	Volleyball - Elementary	1 per building	Tax Credit
BASEBALL (Spring Season)			
	Baseball - Head Coach	1	M/O
	Baseball - Assistant Coach	1	Tax Credit
	Baseball - JV Coach	1	M/O
	Baseball - Freshman Coach	1	M/O
SOFTBALL (Spring Season)			
	Softball - Head Coach	1	M/O
	Softball - Assistant Coach	1	Tax Credit
	Softball - JV Coach	1	M/O

	Softball - Freshman Coach	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
<b>TRACK (Spring Season)</b>							
	Track - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Track - Assistant Coach - HS	2	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Track - Assistant Coach - HS	1 per building	Tax Credit	3	\$ -	\$ -	\$ -
	Track Boys - MS	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Track Girls - MS	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Track - Assistant Coach - MS	1 per building	Tax Credit	5	\$ 612.50	\$ 796.25	\$ 980.00
	Track - Coach - Elementary	1 per building	Tax Credit	5	\$ 612.50	\$ 796.25	\$ 980.00
	Track - Assistant Coach - Elementary	1 per building	Tax Credit	5	\$ 612.50	\$ 796.25	\$ 980.00
<b>SOCCER (Winter Season)</b>							
	Soccer Boys - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Soccer Girls - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Soccer - Assistant Coach - HS	1 per building	Tax Credit (Sport)	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Soccer Boys - JV Coach	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Soccer Girls - JV Coach	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Soccer - Combined Boys Girls- MS	1	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Soccer - Combined Girls Coach - MS	1	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Soccer - Assistant Coach - MS	1 per building	Tax Credit	5	\$ 612.50	\$ 796.25	\$ 980.00
<b>CROSS COUNTRY (Fall Season)</b>							
	Cross Country - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Cross Country - Assistant Coach - HS	1 per building	Tax Credit	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Cross Country - Combined Boys and Girls Coach - MS	1 per building	Tax Credit	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
<b>TENNIS (Spring Season)</b>							
	Tennis Boys - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Tennis Girls - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Tennis - Assistant Coach	1 per building	Tax Credit (Sport)	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
<b>SWIMMING (Fall Season)</b>							
	Swim - Head Coach	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Swim - Assistant Coach	1 per building	Tax Credit	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
<b>GOLF (Fall Season)</b>							
	Golf - Head Coach Boys	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Golf - Head Coach Girls	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Golf - Assistant Coach	1 per building	Tax Credit	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
<b>CHEER (Fall Season/Winter Season)</b>							
	(2 seasons) Cheer Coach - Head	1	M/O	2	\$ 2,450.00	\$ 3,185.00	\$ 3,920.00
	Cheer Coach - Assistant	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
<b>MUSIC (School Year)</b>							
	Band Director - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	*MS Band stipend requires minimum of six (6) after school and/or evening events per year.	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Choir Director - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	*MS Choir stipend requires minimum of six (6) after school and/or evening events per year.	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Choir Director - High School	1	M/O	1	\$ 2,940.00	\$ 3,822.00	\$ 4,704.00
	Marching Band Director - High School	1	M/O	1	\$ 2,940.00	\$ 3,822.00	\$ 4,704.00
	Marching Band Assistant - High School (45+ students)	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Marching Band Assistant - High School (90+ students)	1 per building	Tax Credit	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00



	Music Director - Elementary	1 per building	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
	*Elementary Choir stipend requires minimum of three (3) after school and/or evening events per year.						
<b>STUDENT COUNCIL (School Year)</b>							
	Student Council Advisor - High School	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Student Council Advisor - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Student Council Advisor - Elementary	1 per building	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
<b>YEARBOOK (School Year)</b>							
	Yearbook Advisor - High School	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Yearbook Advisor - Middle School	1 per building	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
<b>DRAMA (School Year)</b>							
	Drama Advisor - High School	1	M/O	1	\$ 2,940.00	\$ 3,822.00	\$ 4,704.00
	*HS Drama stipend requires minimum of ten (10) after school and/or evening events per year.						
	Drama Technical Advisory - HS	1	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	*HS Drama Tech stipend requires minimum of eight (8) after school and/or evening events per year.						
	Drama Advisor - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	*MS Drama stipend requires minimum of six (6) after school and/or evening events per year.						
<b>HIGH SCHOOL (School Year)</b>							
	Advanced Ed - Co-Chair	2	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	CTSO Advisor - High School (Deca (1), Skills (1), HOSA (2) Thespians (1))	5	JTED		\$ 1,850.00		
	Department Chair (LA, Math, Science, Social Studies) - High School	1 per core class	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	AVID Coordinator - High School	1	M/O	3	\$ 1,837.50	\$ 2,388.75	\$ 2,940.00
	Department Chair (except LA, Math, Science, Social Studies) - High School	1 per department	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Graduation Sponsor - High School	1	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
	Prom Sponsor - High School	1	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
	High School Speech/Forensics/Mock Trial Advisor	1	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Calculus Camp Instructor	1	Yavapai College/ Embury-Riddle		\$ 2,500.00		
	Link Advisor (3)	3	FFMA		\$ 612.50		
<b>MIDDLE SCHOOL (School Yr.)</b>							
	Athletic Director - Middle School	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Reading Counts - Middle School	1 per building	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
	Student Advisor Group Leader - Middle School	6	MGI Grant	other	\$ 612.50	\$ -	\$ -
	Team Leader - Middle School		M/O	5	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	BMMS (3)	7th 8th Elective					
	GHMS (4)	7th 8th Elective Honors					
	LTS (1)	7th 8th Combo					
	AVID Coordinator - Middle School	1 per building	M/O		\$ 1,850.00		
<b>ELEMENTARY SCHOOL (School Yr.)</b>							
	"Clubs/Program" stipend to be paid a fixed \$612.50 from Tax Credit as available and with Principal approval.		Tax Credit		\$ 612.50		
	Child Study Coordinator - Elementary	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Reading Counts - Elementary	1 per building	M/O	5	\$ 612.50	\$ 796.25	\$ 980.00
	AVID Coordinator - Elementary	1 per building	M/O		\$ 1,850.00		
	"Clubs" stipend to be paid a fixed \$612.50 from Tax Credit as available and with Principal approval.						
<b>TRIGGERS</b>							
	A sports team with <10... stipend= 1/2 pay rate						
	A sports team with 24+...assistant coach (Tax Credit)						
	A sports team with 48+...second assistant coach (Tax Credit)						
	A high school dept. head with <6 = 1/2 pay scale						
<b>ACADEMIC ADVISORS</b>							

	High School Counselors	4		Medicaid	\$ 6,000.00	\$ -	\$ -
	*HS Counselors requires a minimum of ten (10) after school and/or evening events per year						
Psychologist Stipend (Caseload)	District Psychologist	3		M/O	\$ 2,500.00		
Instructional Specialist Tech Support		2		M/O	\$ 1,250.00		
CURRICULUM COORDINATORS							
	District ELD Coordinator	1		M/O/Title III	\$ 15,000.00	\$ -	
	District Insurance Liaison/ACA	1		YUEBT	\$ 6,000.00		
	CTE Director Extended Contract	1		JTED/CTE	\$ 4,000.00	\$ -	
	Nursing Program Coordinator	1		JTED/CTE	\$ 2,000.00		
	Lead Nurse	1		M/O	\$ 2,500.00	\$ -	
	Lead Speech	1		SPED 220	\$ 1,000.00	\$ -	
	Lead Psych	1		SPED 220	\$ 2,500.00	\$ -	
	Psych Intern Supervisor	1		SPED 220	\$ 2,500.00	\$ -	
	Social Worker Intern Supervisor	1		SPED 220	\$ 2,500.00	\$ -	
	Special Education Mentor	1		M/O	\$ 1,000.00	\$ -	
	Speech Supervision	1		SPED 220	\$ 2,500.00	\$ -	
	Procurement Compliance Coordinator	1		Taylor Grazing 353	\$ 6,000.00		
	Gifted Coach - Signature Program	1 - LVES		Signature Prgm	\$ 2,500.00		
	21st Century Advisors - Signature Program	2 - CSES		Signature Prgm	\$ 2,500.00	\$ -	
	Title One - Summer School Coordinator	1		Title 1	\$ 3,000.00	\$ -	
	Title One - Summer School Assessment Coordinator			Title 1	\$ 100.00	Day	
	Title One - Summer School Teacher			Title 1	\$ 100.00	Day	
PROFESSIONAL DEVELOPMENT/ CURRICULUM DEVELOPMENT							
	Teacher - Participant Full Day - (6-8hrs)			Misc Grts	\$ 100.00	Day	
	Teacher - Participant Half Day - (3-4hrs)				\$ 50.00	Day	
	HUDS Presenters Full Day - (6-8hrs) Individual Teacher			Misc Grts	\$ 200.00	Day	
	HUDS Presenters Half Day - (3-4hrs) Individual Teacher			Misc Grts	\$ 100.00	Day	
	HUDS Presenters Full Day - (6-8hrs) Team Presenters (each)			Misc Grts	\$ 150.00	Day	
	HUDS Presenters Half Day - (3-4hrs) Team Presenters (each)			Misc Grts	\$ 75.00	Day	
Bus Trainer	Bus Trainer	1 Per District		M/O	\$2,500/Year		
OVERLOADS							
	Class Overload: High School	1/5 of Salary		M/O			
	Class Overload: Middle School	1/5 of Salary		M/O			
	Class Overload: Elementary School	1/7 of Salary		M/O			
	Class Overload: (Other)	1/x of Salary		M/O			
GUIDELINES							
	*Funding sources may vary			Assistant coaches not listed will be paid as follows: 1) High school assistants for Category 1 head coaches will be paid two (2) steps lower than the high school head coach. 2) High school assistants for Category 2 head coaches and middle level assistants will be paid one (1) step lower than the coach. 3) Elementary assistants will be paid at the same level as the elementary coach. Assistants based on triggers will be paid from Tax Credit Funds, except as listed above.			
	Continuous years of in-house experience in a "position type" will count for horizontal movement.						
	Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.						
	High school assistant coaches, JV Coaches, and Freshman Coaches new to the District may be granted up to						

# CONSENT

## Item 8N.

### Gifts and Donations

## **GIFTS & DONATIONS – December 8, 2020**

David & Marcy Boone of Prescott Valley

Donated several new playsets, plush toys, toy cars, and boys & girls pants, shirts & socks to the HUSD Family Resource Center

With a donor's value of \$499.50

Little Dealer, Little Prices (Danny Sampson) of Mesa, AZ

Donated \$500 to Lake Valley Elementary School for Speech Pathologist to purchase materials to run social skills groups with the students

Jennifer Medina of Prescott, AZ

Donated an Electric Guitar, music stand and music book to Bradshaw Mountain High School

With a donor's value of \$150.00

Bill Morgan of Prescott

Donated a Panasonic SLR Camera to Bradshaw Mountain High School Photography group

With a donor's value of \$100.00

Northern Arizona Suns of Phoenix, AZ

Donated weight lifting equipment consisting of Xpload squat rack, Free motion cable pulldown machine, Proformance seated calf machine, Xpload adjustable bench, Bent over row platform, three (3) Samson squat racks, two (2) body solid flat bench stands, Body solid incline bench stand, and an assortment of plate weights to Bradshaw Mountain High School

With a donor's value of \$7,370.00

Prescott Center for the Arts of Prescott

Donated 10 stage lights, 1 light board, 6 light bulbs to Bradshaw Mountain High School Theater Arts program

With a donor's value of \$1,000.00

Gayan Ratzlaff of Dewey

Donated 4 bags of boys clothing (shirts, sweaters, pants) to the HUSD Family Resource Center

With a donor's value of \$200.00

# DISCUSSION

## Item 9A.

School Report-  
LVES

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 9 A
FROM:	Aimee Fleming, Lake Valley Principal	Reading
DATE:	December 8, 2020	Discuss x
SUBJECT:	Lake Valley Elementary 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

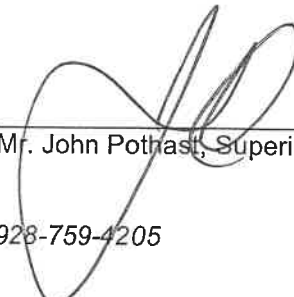
Principal Aimee Fleming will give an update of current events at Lake Valley Elementary School including:

- Quarter 2 Transition back to in person
- Updates on program implementations
- Happenings at Lake Valley

### SUMMARY & RECOMMENDATION

#### Sample Motion

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Aimee Fleming, 928-759-4205

# DISCUSSION

## Item 9B.

### Governing Board Self Evaluation

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board

Item #

a B

FROM: Ryan Gray, Governing Board President

Reading

DATE: December 8, 2020

Discuss X

SUBJECT: Governing Board Self Evaluation for 2020-21

Action

Consent

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OBJECTIVE: Board Governance

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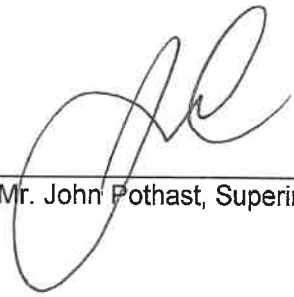
**SUPPORTING DATA**

The Governing Board will discuss plans for the Governing Board Self Evaluation for 2020-21

**SUMMARY & RECOMMENDATION**

**Sample Motion**

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

*Questions should be directed to:*



# DISCUSSION

## Item 9C.

### Pandemic Preparedness Update

## HUMBOLDT UNIFIED SCHOOL DISTRICT

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

### **SUPPORTING DATA**

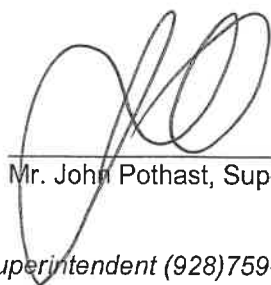
Superintendent Pothast and the Governing Board will discuss the current pandemic and Humboldt Unified School District's plans moving forward.

### **SUMMARY & RECOMMENDATION**

#### **Sample Motion**

N/A

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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

# ACTION

## Item 10A.

Award of Procurement  
to Netsian

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10 A
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Award of Procurement to Netsian- Completion of work associated with the COPS/SVPP (Community Oriented Policing Services School Violence Prevention Program) grant	Action X
OBJECTIVE	Board Governance	Consent

### SUPPORTING DATA:

The District wrote for and received the COPS (Bureau of Justice Assistance) grant, in the amount of roughly \$120k. The focus of the grant was centered around the idea of target hardening. In order for the District to access the grant funds, the District is obligated to match \$44k. The District matched these funds through updates to its safety and security systems over the past several years.

In October 2019, the COPS SVPP grant proposal was brought to the Governing Board for discussion. The option chosen was to replace the intercom operating equipment at HES, BMMS, and MVES if funding was available.

Following the Governing Board decision on October 15, 2019, Humboldt Unified School District began the process of obtaining quotes for this project. In all, four vendors from the Mojave Contract were contacted, with only Netsian responding.

Site walks were conducted by Patrick Keeling (Director of IT), Netsian Technologies Group, and the site principal for each campus. These site walks were used to develop a scope of work for the intercom system replacements. This scope of work includes additional speaker coverage, as requested by the Principals, to address communication related safety concerns resulting from areas of their campuses not being served by the current intercom system.

The finalized scope of work encompasses a full test of all field wiring and existing speakers, repair of any concerns related to existing field wiring and speakers, full replacement of all Intercom head-end equipment, relocation of Intercom head end from main office to IT server room, additional speakers for areas not currently served, full testing of new system and full training of its use for onsite staff.

By utilizing this approach and related scope of work we will replace / upgrade aging and failing equipment, maintain a dedicated system for campus wide communication, and continue utilizing as much existing infrastructure as possible to control costs.

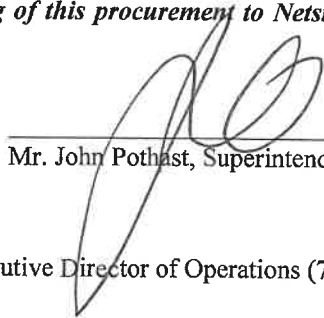
Cost estimates from Netsian for the evaluation, replacement and upgrade of systems at Humboldt Elementary and Bradshaw Middle have been provided at \$61,959.98 and \$64,899.98 respectively. Full evaluation of existing infrastructure, repair of field wiring and replacement of existing speakers will be billed on a T&M basis not to exceed the estimates provided within the proposals provided. Should the estimates be higher than the actual costs, HUSD Administration will evaluate the savings and work to replace the intercom at MVES as well.

It is recommended that the Governing Board approve the awarding of this procurement to Netsian.

### SUMMARY & RECOMMENDATION

***Sample Motion: I move to approve the awarding of this procurement to Netsian paid out of the COPS SVPP Grant.***

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (759-5016) or Patrick Keeling, IT Director (759-5024)

# ACTION

## Item 10B.

### Tyler Hosting Agreement

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10B
FROM:	Roger Studley, Chief Financial Officer	Reading
DATE:	December 8, 2020	Discuss
SUBJECT:	Tyler Technologies Software as a Service Agreement	Action X
		Consent

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

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### SUPPORTING DATA

The Humboldt Unified School District utilizes Infinite Visions Enterprise and the iVisions web portal from Tyler Technologies as our HR, Benefits, Financial, Fixed Asset and Accounts Payable platform. Commonly known as "Visions" this suite of products has traditionally been hosted in our Datacenter utilizing Tyler Disaster Recovery as an offsite backup.

Our immediate concern with the Visions suite of software is that the iVisions employee web portal is a number of versions behind. While working with Tyler Technologies to update this resource it was determined that the District would be best served by moving to the Tyler Employee Self Service portal known as TESS. This is a product offered exclusively through Tyler Hosting. TESS has a number of enhancements over iVisions that will provide additional tools for our HR and Finance workflows as well as increase access to District Office resources to District employees.

Upon further discussions with the Visions team at Tyler we have determined that the District would benefit from moving the entire Visions set of software to Tyler Hosting. Along with the disaster recovery already provided by Tyler, moving Visions to their hosted environment would give us access to TESS, more expedient software updates for both TESS and Visions as well as provide more flexible access to Visions resources both from inside and outside of the District network. Additionally, Tyler Technologies will be pushing customers to be hosted by Tyler in the coming years. By taking action now, we are able to address the immediate concerns around TESS, realize the benefits of Tyler Hosting sooner, and have this transition completed prior to it being required by Tyler Technologies.

The process to migrate Visions to Tyler Hosted as well as transition from iVisions to TESS will cost no more than \$20,000 in professional services from Tyler Technologies. Additionally, the District will see an annual maintenance cost increase of \$10,000 for Visions / TESS software licensing and support. These costs will be paid from Unrestricted Capital.

The Software as a Service (SaaS) agreement has been reviewed by Legal Counsel.

### SUMMARY & RECOMMENDATION

It is the recommendation by the Finance, Human Resources and Information Technology departments that the Software as a Service (SaaS) agreement be approved and that the District move forward with migrating to Tyler Hosting and the Tyler Employee Self Service portal.

### Sample Motion

I move to approve the SaaS Agreement between Humboldt Unified School District and Tyler Technologies to host Infinite Visions and the Tyler Employee Self Service portal.

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Chief Financial Officer (928-759-4027)



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Humboldt Unified School District, Arizona.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and

includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.



### 3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
  - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
  - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 8.2 provide support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 8.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You

agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues

presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

- 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;

- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have



the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement, the Mohave Educational Services Cooperative, Inc. RFP #12G-0316, the related Best and Final Offer, and Client's purchase order represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Humboldt Unified School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

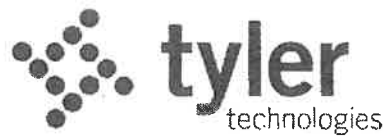
Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Humboldt Unified School District  
6411 North Robert Road; Building 100  
Prescott Valley, AZ 86314  
Attention: Arthur Stanley

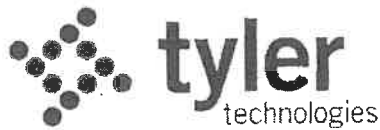


## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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## **Exhibit B**

### **Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
  - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed

to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

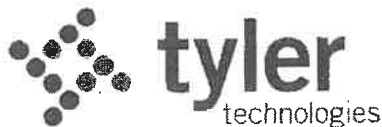
3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one checked bag
- Six (6) or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.GSA.gov/perdiem](http://www.GSA.gov/perdiem).

A. Overnight Travel



For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

**B. Same Day Travel**

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

**5. Internet Access – Hotels and Airports**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



## **Exhibit C**

### **Service Level Agreement**

#### **I. Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

#### **III. Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

##### **a. Your Responsibilities**

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

##### **b. Our Responsibilities**

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Service Availability	Targeted Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

#### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

#### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

#### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

#### **Issue Handling**

##### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

# **ACTION**

## **Item 10C.**

**Revision of  
FY 20-21 Budget**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10C  
FROM: Roger Studley, Finance Director Reading  
DATE: December 08, 2020 Discuss  
SUBJECT: Revision 1 of FY 20-21 Budget Action X  
Consent

---

OBJECTIVE: Goal # 2: Planning for Future Student Needs

---

### SUPPORTING DATA:

Per ARS 15-905; school districts are required to submit a revised budget by December 15 if they receive a BUDG25 letter showing a greater than \$1,000 over budget in comparison to the current ADE calculations.

The Adopted budget was calculated on an ADM of 5,335 students. The latest ADM ADE report count is 4,917, a loss of 418 students. This lowered the budget capacity from \$36,496,797 to \$34,291,286, a \$2,203,511 reduction.

The following are the highlights of the December Budget Revision:

- The adopted budget had the 5% teacher raise and the allocated benefits included.
  - By transferring the 5% to the Classroom Site Fund (CSF/Prop 301) where the state allocated it, will account for approximately \$800,000
- Unfilled staff positions account for \$1,000,000
- The balance of the short fall will be transferred to the Enrollment Stabilization Fund

### SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the December revised budget for FY 2020/21 with the realignment of subsections, as presented.

Sample Motion: *I move to approve the final revised budget for fiscal year 2020/21 and the realignment of subsections, as presented.*

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Roger Studley, Finance Director @ 928.759.4027





## REVENUES AND PROPERTY TAXATION

REVENUES AND PROPERTY TAXATION	
1. Total Budgeted Revenues for Fiscal Year 2020	\$ 20,386,71
2. Estimated Revenues by Source for Fiscal Year 2021 (excluding property taxes)	

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

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

Prior FY 2020

3.9008

Secondary Tax Rates:

M&amp;O Override

Special Program

Capital Override

### Class A Bonds

Class B Bonds

CTED

Deutscher

[illegible]

TOTAL BUDGETED EXPENDITURES AND AGGREGATE SCHOOL DISTRI

1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)

2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line A.12)

3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line

4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)

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

1. Average salary of all teachers employed in FY 2021 (budget year)

2. Average salary of all teachers employed in FY 2020 (prior year)

3. Increase in average teacher salary from the prior year

#### 4. Percentage increase

Comments on average salary calculation (Optional):

The average teacher salary does not include the additional Proposition 301 (CSF) pay pr

5. Average salary of all teachers employed in FY 2018

6. Total percentage increase in average teacher salary since FY 2018

## DISTRICT CONTACT INFORMATION

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

SELECT from Dropdown

Tyler Technologies (Schoolmaster)

Infinite Visions

Intouch

www.humboldtunified.com

Student Information Systems (SIS) Vendor

Accounting Information System

Bookstore Cash Receipting System

District's website home page address

## FUND 06 (M&amp;O)

## MAINTENANCE AND OPERATION (M&amp;O) FUND

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other
	Prior FY	Budget FY					
100 Regular Education							
1000 Instruction	226.56	226.56	8,365,416	2,759,324	882,430	610,705	3,780
2000 Support Services							
2100 Students							
2200 Instructional Staff	25.25	25.25	1,154,068	422,596	7,720	5,918	
2300 General Administration	17.00	17.00	763,382	262,032	2,364	4,450	21,461
2400 School Administration	3.00	3.00	328,184	99,008	100,891	6,700	21,697
2500 Central Services	27.00	27.00	1,441,700	494,630	27,109	2,593	2,202
2600 Operation & Maintenance of Plant	18.45	18.45	733,932	329,338	159,438	104,371	26,057
2900 Other	48.50	48.50	1,464,945	709,345	1,375,776	1,100,941	119
3000 Operation of Noninstructional Services	0.00	0.00	0				
610 School-Sponsored Curricular Activities	0.85	0.85	53,747	17,012	2,125	500	
620 School-Sponsored Athletics	0.00	0.00	49,398	9,982			
630 Other Instructional Programs	1.00	1.00	249,304	49,775	4,696		11,225
700, 800, 900 Other Programs	0.00	0.00					
Regular Education Subtotal (lines 1-13)	367.61	367.61	14,604,076	5,153,242	2,562,549	1,836,178	86,541
200 and 300 Special Education							
1000 Instruction							
2000 Support Services							
2100 Students	18.30	18.30	2,987,291	1,413,518	187,210	6,340	1,050
2200 Instructional Staff	2.00	2.00	1,226,572	379,197	45,558	2,300	
2300 General Administration	0.00	0.00	176,604	48,797	2,300	11,000	200
2400 School Administration	0.60	0.60	34,404	14,657			
2500 Central Services	0.00	0.00	0		2,009		150
2600 Operation & Maintenance of Plant	0.00	0.00	0				
2900 Other	0.00	0.00	0				
3000 Operation of Noninstructional Services	0.00	0.00				1,000	
Subtotal (lines 15-23)	120.62	120.62	4,424,871	1,856,169	237,077	20,640	1,400
400 Pupil Transportation	57.30	57.30	1,802,298	807,179	152,860	448,325	215
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	0.00	0.00	0	0	0	0	0
530 Dropout Prevention Programs	0.00	0.00					
540 Joint Career and Technical Education and Vocational Education Center	0.00	0.00	0	0	0	0	0
550 K-3 Reading Program	4.00	4.00	220,329	77,337			
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	549.53	549.53	21,051,574	7,893,927	2,952,486	2,305,143	88,156

The district has budgeted an amount in the M&amp;O Fund equal to the Gene

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

(A.R.S. §§ 15-761 and 15-903)

1. Total All Disability Classifications

2. Gifted Education

3. Remedial Education

4. ELL Incremental Costs

5. ELL Compensatory Instruction

6. Vocational and Technical Education (non-CTED)

7. Career Education (non-CTED)

8. Career Technical Education (CTED)

9. Total (lines 1 through 8. Must equal total of line 24, page 1)

Prior FY	Budget FY
6,060,035	6,158,572
0	
0	
0	
0	
305,520	332,524
0	
0	49,061
6,365,555	6,540,157

**Proposed Ratios for Special Education**

(A.R.S. §§ 15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 17

Staff-Pupil 1 to 5

**Estimated FTE Certified Employees**

(A.R.S. § 15-903.E.2)

Number of FTE - Certified Employees

Number of FTE - Certified Purchased Services Personnel

Prior FY	Budget FY
348.80	349.55
	3.00

**Expenditures Budgeted for Audit Services**

M&amp;O Fund - Nonfederal

6350 540

All Funds - Federal

6330 6,000

**FY 2021 Performance Pay (A.R.S. § 15-920)**

Amount Budgeted in M&amp;O Fund for a Performance Pay C

Do not report budgeted amounts for the Performance Pay C

**Expenditures Budgeted in the M&O Fund for Food Ser**

Amount budgeted in M&amp;O for Food Service (Fund 001, Fu

(This amount will be used to determine district compliance requirements pursuant to Code of Federal Regulations (CFR)

Expenditures	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500 6810, 6890	Supplies 6600	Interest on Short-Term Debt 6850	Totals	% Increase/ Decrease
<b>Classroom Site Fund 011 - Base Salary</b>							
100 Regular Education							
1000 Instruction							
2100 Support Services - Students	501,478	99,120				597,678	0.5% 1.
2200 Support Services - Instructional Staff						0	0.0% 2.
Program 100 Subtotal (lines 1-3)						0	0.0% 3.
200 and 300 Special Education							
1000 Instruction							
2100 Support Services - Students	70,032	14,074				84,106	0.0% 5.
2200 Support Services - Instructional Staff						0	0.0% 6.
Program 200 and 300 Subtotal (lines 5-7)						0	0.0% 7.
Other Programs (Specify)						84,106	0.0% 8.
1000 Instruction							
2100 Support Services - Students						0	0.0% 9.
2200 Support Services - Instructional Staff						0	0.0% 10.
3300 Community Services Operations						0	0.0% 11.
Other Programs Subtotal (lines 9-12)						0	0.0% 12.
Total Expenditures (lines 4, 8, and 13)	0	0				0	0.0% 13.
14	571,510	113,194				681,784	0.4% 14.
<b>Classroom Site Fund 012 - Performance Pay</b>							
100 Regular Education							
1000 Instruction							
2100 Support Services - Students	1,118,448	216,420				1,307,715	2.1% 15.
2200 Support Services - Instructional Staff						0	0.0% 16.
Program 100 Subtotal (lines 15-17)						0	0.0% 17.
200 and 300 Special Education							
1000 Instruction							
2100 Support Services - Students	148,345	29,873				178,219	0.0% 19.
2200 Support Services - Instructional Staff						0	0.0% 20.
Program 200 and 300 Subtotal (lines 19-21)						0	0.0% 21.
Other Programs (Specify)						178,219	0.0% 22.
1000 Instruction							
2100 Support Services - Students						0	0.0% 23.
2200 Support Services - Instructional Staff						0	0.0% 24.
3300 Community Services Operations						0	0.0% 25.
Other Programs Subtotal (lines 23-26)						0	0.0% 26.
Total Expenditures (lines 18, 22, and 27)	0	0				0	0.0% 27.
28	1,266,793	246,293				1,485,934	1.8% 28.
<b>Classroom Site Fund 013 - Other</b>							
100 Regular Education							
1000 Instruction							
2100 Support Services - Students	1,631,528	152,215				1,783,743	0.9% 29.
2200 Support Services - Instructional Staff						0	0.0% 30.
2310 Support Services - Governing Board	4,000	800	23,000			27,800	0.0% 31.
Program 100 Subtotal (lines 29-32)						0	0.0% 32.
200 and 300 Special Education							
1000 Instruction							
2100 Support Services - Students	1,635,528	153,015	23,000			1,795,116	0.9% 33.
2200 Support Services - Instructional Staff							
2310 Support Services - Governing Board	140,030	28,212				168,242	0.0% 34.
Program 200 and 300 Subtotal (lines 34-37)						0	0.0% 35.
530 Dropout Prevention Programs							
1000 Instruction							
Other Programs (Specify)						168,242	0.0% 36.
1000 Instruction							
2100, 2200 Support Serv. Students & Instructional Staff						0	0.0% 37.
2310 Support Services - Governing Board						0	0.0% 38.
3300 Community Services Operations						0	0.0% 39.
Other Programs Subtotal (lines 40-43)						0	0.0% 40.
Total Expenditures (lines 33, 38, 39, and 44)	0	0	0			0	0.0% 41.
45	1,775,558	181,227	23,000			1,963,358	0.8% 45.
Total Classroom Site Funds (lines 14, 28, and 45)	3,613,861	540,714	23,000		0	4,131,076	1.1% 46.

The district has budgeted an an  
Site Fund Budget Limit as calcThe district has budgeted an an  
Budget Limit as calculated on fThe district has budgeted great  
Limit as calculated on Page 8 of

## FUND 610

## UNRESTRICTED CAPITAL OUTLAY (UCO) FUND

Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6831, 6832	Interest (4) 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals	
							Prior FY 2020	
Unrestricted Capital Outlay Override (1)	1.							0
Unrestricted Capital Outlay Fund 610 (6)								
1000 Instruction	89,095	502,991	136,834				728,921	
2000 Support Services								
2100, 2200 Students and Instructional Staff	9,169		200				9,169	
2300, 2400, 2500, 2900 Administration	74,545		538,682				513,625	
2600 Operation & Maintenance of Plant			84,900			30,000	40,000	
2700 Student Transportation	2,096		84,475			1,465	438,174	
3000 Operation of Noninstructional Services (5)							0	
4000 Facilities Acquisition and Construction						1,958,798	2,166,241	
5000 Debt Service								
Total Unrestricted Capital Outlay Fund (lines 2-9)	174,905	502,991	845,091	0	0	1,990,263	3,896,130	

The district has budgeted an amount in the UCO Fund which is less than the Unrestricted Capital Budget Limit as

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

(2) Detail by object code:

Unrestricted Capital Outlay	
6641 Library Books	61,000
6642 Textbooks	441,991
6643 Instructional Aids	51,134
673X Furniture and Equipment	
673X Vehicles	
673X Tech Hardware & Software	547,993

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

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

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

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

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

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

Expenditures	UNRESTRICTED CAPITAL OUTLAY		BOND BUILDING		NEW SCHOOL FACILITIES		ADJACENT WAYS	
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY
<b>Total Fund Expenditures</b>	3,896,130	3,513,250	317,149	124,074	0	0	0	0
<b>Select Object Codes Detail (1)</b>								
6150 Classified Salaries	0		0		0		0	
6200 Employee Benefits	0		0		0		0	
6450 Construction Services	2,192,058	1,984,615	317,149	124,074	0		0	
6710 Land and Improvements	0		0		0		0	
6720 Buildings and Improvements	0		0		0		0	
673X Furniture and Equipment	37,534	51,134	0		0		0	
673X Vehicles	0		0		0		0	
673X Technology Hardware & Software	451,793	547,993	0		0		0	
6831, 6832 Redemption of Principal	0		0		0		0	
6841, 6842, 6850 Interest	0		0		0		0	
<b>Total (lines 2-11)</b>	2,681,385	2,583,742	317,149	124,074	0	0	0	0
Total amounts reported on lines 2-11 above for:								
Renovation	1,743,765	1,294,969	296,549	296,549			0	
New Construction	0	0	0		0		0	
Other	937,620	489,327	20,600	20,600	0		0	
<b>Total (lines 13-15, must equal line 12)</b>	2,681,385	Check line 12	317,149	Check line 12	0	0	0	0

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

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

\$

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SPECIAL PROJECTS

FEDERAL PROJECTS

- 1. 100-130 ESEA Title I - Helping Disadvantaged Children
- 2. 140-150 ESEA Title II - Prof. Dev. and Technology
- 3. 160 ESEA Title IV - 21st Century Schools
- 4. 170-180 ESEA Title V - Promote Informed Parent Choice
- 5. 190 ESEA Title III - Limited Eng. & Immigrant Students
- 6. 200 ESEA Title VII - Indian Education
- 7. 210 ESEA Title VI - Flexibility and Accountability
- 8. 220 IDEA Part B
- 9. 230 Johnson-O'Malley
- 10. 240 Workforce Investment Act
- 11. 250 AEA - Adult Education
- 12. 260-270 Vocational Education - Basic Grants
- 13. 280 ESEA Title X - Homeless Education
- 14. 290 Medicaid Reimbursement
- 15. 374 E-Rate
- 16. 378 Impact Aid
- 17. 300-399 Other Federal Projects (Besides E-Rate & Impact Aid)
- 18. Total Federal Project Funds (lines 1-17)

STATE PROJECTS

- 19. 400 Vocational Education
- 20. 410 Early Childhood Block Grant
- 21. 420 Ext. School Yr. - Pupils with Disabilities
- 22. 425 Adult Basic Education
- 23. 430 Chemical Abuse Prevention Programs
- 24. 435 Academic Contests
- 25. 450 Gifted Education
- 26. 456 College Credit Exam Incentives
- 27. 457 Results-based Funding
- 28. 460 Environmental Special Plate
- 29. 465-499 Other State Projects
- 30. Total State Project Funds (lines 19-29)
- 31. Total Special Projects (lines 18 and 30)

INSTRUCTIONAL IMPROVEMENT FUND (020)

- 1. Teacher Compensation Increases
- 2. Class Size Reduction
- 3. Dropout Prevention Programs (M&O purposes)
- 4. Instructional Improvement Programs (M&O purposes)
- 5. Total Instructional Improvement Fund (lines 1-4)

	FTE		TOTAL ALL FUNCTIONS	
	Prior FY	Budget FY	Prior FY	Budget FY
6000	33.31	33.05	2,304,141	1,458,796
6000	1.10	0.00	524,521	267,436
6000	0.00	0.00	36,922	36,922
6000	0.00		0	
6000	0.00	0.00	153,635	153,635
6000	0.00		0	
6000	0.00		0	
6000	14.75	0.00	1,411,310	1,385,886
6000	0.00		0	
6000	0.00		0	
6000	0.00		0	
6000	0.81	0.00	265,347	265,347
6000	0.00		0	
6000	5.61	0.00	133,291	133,291
6000	0.00	0.00	101,098	101,098
6000	0.00		0	
6000	11.25	0.00	2,402,033	3,276,383
6000	66.83	33.05	7,332,298	7,078,794
6000	0.00	0.00	44,704	44,704
6000	0.00		0	
6000	0.00		0	
6000	0.00		0	
6000	0.00		0	
6000	0.00	0.00	1,134	1,134
6000	0.00	0.00	5,010	5,010
6000	0.00	0.00	21,596	21,596
6000	0.00	0.00	86,960	86,960
6000	0.00		0	
6000	3.00	0.00	246,381	262,523
6000	69.83	33.05	405,785	421,927
6000			7,738,083	7,500,721

	Prior FY	Budget FY
6000	71,352	71,300
6000	271	0
6000	0	0
6000	412,788	415,000
6000	484,411	486,300

OTHER FUNDS

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

INTERNAL SERVICE FUNDS 950-98!

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

- (1) From Supplement, line 10 and line 20, respec
- (2) Indicate amount budgeted in Fund 500 for M.



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

		<b>A. Maintenance and Operation</b>	<b>B. Unrestricted Capital Outlay</b>
1. FY 2021 Revenue Control Limit (RCL) (from APOR55 tab, page 4)	\$ 31,820,301	\$ 31,820,301	\$ 0
*2. (a) FY 2021 District Additional Assistance (DAA) (from APOR55 tab, page 5)	\$ 2,578,982		
(b) DAA Reduction for State Budget Adjustments (from APOR55 tab, page 5)	414,643		
(c) Total DAA (line 2.a minus 2.b)	\$ 2,164,339	927,258	1,237,081
*3. FY 2021 Override Authorization (A.R.S. §§15-481 and 15-482 or 15-949 if small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)			
(a) Maintenance and Operation			
(b) Unrestricted Capital Outlay			
(c) Special Program			
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824)			
Local (Do not include full-day kindergarten or summer school tuition)			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts			
(c) Out-of-State Districts and Other Governments			
State			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)			
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)			
*7. Increase Authorized by County School Superintendent for Accommodation Schools [not to exceed amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(e)] (A.R.S. §15-974.B)			
.. Budget Increase for:			
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)			
* (b) Tuition Out Debt Service (from Calculations page, Calculation of Tuition Out for High School Students, line 5) (A.R.S. §15-910.M)		0	
* (c) Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 13) (A.R.S. §15-943.01)		1,883,727	
(d) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)			
(e) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2019 (A.R.S. §15-910.N)			
* (f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (g) FY 2020 Performance Pay Unexpended Budget Carryforward (from Calculation page, Calculation of M&O Fund Budget Balance Carryforward, line 10.f) (A.R.S. §15-920)		0	
(h) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214)			
* (i) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15-915) Include year(s) and descriptions, as applicable.			
(a) Prior Year Over Expenditures/Resolutions:			
(b) Decrease for Transfer from M&O to Energy and Water Savings Fund		(340,000)	
(c) Increase for Energy and Water Savings Fund Transfer to M&O			
(d) Noncompliance Adjustment			
(e) ADM/Transportation Audit Adjustment			
(f) Other:			
*10. Estimated Allocation of Additional Funding (2016 Prop 123 & Laws 2015, 1st S.S., Ch. 1, §6)			
11. FY 2021 General Budget Limit (column A, lines 1 through 10) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)		\$ 34,291,286	
12. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 10) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ 1,237,081

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

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

**UNRESTRICTED CAPITAL BUDGET LIMIT**

A. 1. FY 2020 Unrestricted Capital Budget Limit (UCBL) (from FY 2020 latest revised Budget, page 8, line A.12)	\$	<u>3,896,130</u>
2. Total UCBL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero.)	\$	<u>(12,595)</u>
3. Adjusted Amount Available for FY 2020 Capital Expenditures (line A.1 + A.2)	\$	<u>3,883,535</u>
4. Amount Budgeted in Fund 610 in FY 2020 (from FY 2020 latest revised Budget, page 4, line 10)	\$	<u>3,896,130</u>
5. Lesser of line A.3 or the sum of line A.4 and any positive adjustment on line A.2	\$	<u>3,883,535</u>
6. FY 2020 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$	<u>1,644,109</u>
7. Unexpended Budget Balance in Fund 610 (line A.5 minus A.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$	<u>2,239,426</u>
8. Interest Earned in Fund 610 in FY 2020	\$	<u>36,744</u>
9. Monies deposited in Fund 610 from School Facilities Board for donated land (A.R.S. §15-2041.F)	\$	<u></u>
10. Adjustment to UCBL for FY 2021 (A.R.S. §15-905.M) Include year(s) and descriptions, as applicable. (a) Prior Year Over Expenditures/Resolutions:	\$	<u></u>
(b) ADM/Transportation Audit Adjustment	\$	<u></u>
(c) Other:	\$	<u></u>
11. Amount to be Used for Capital Expenditures (from page 7, line 12)	\$	<u>1,237,081</u>
12. FY 2021 Unrestricted Capital Budget Limit (lines A.7 through A.11) (1)	\$	<u>3,513,251</u>

**CLASSROOM SITE FUND BUDGET LIMIT**

	Fund 011	Fund 012	Fund 013	Total Fund 010
B. 1. FY 2020 Classroom Site Fund Budget Limit (from FY 2020 latest revised Budget, page 8, line B.7)	681,785	1,485,934	1,963,357	4,131,076
2. FY 2020 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	549,998	1,089,689	1,105,940	2,745,627
3. Unexpended Budget Balance (line B.1 minus B.2)	131,787	396,245	857,417	1,385,449
4. Interest Earned in the Classroom Site Fund in FY 2020	2,099	15,204	20,730	38,033
5. FY 2021 Classroom Site Fund Allocation (provided by ADE, based on \$425) Enter the total allocation in the Total Fund 010 column. Funds 011, 012, and 013 will automatically calculate.	550,818.21	1,101,636.42	1,101,636.42	2,754,091.04
6. Adjustments to FY 2021 Classroom Site Fund Budget Limit (2)				0
7. FY 2021 Classroom Site Fund Budget Limit (Sum of lines B.3 through B.6) (3)	684,705	1,513,086	1,979,784	4,177,574

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

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

English Language Learners Supplement Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property	Other
	Prior FY	Budget FY						
<b>English Language Learner Fund 071 (A.R.S. §15-756.04)</b>								
1000 Instruction	0.00		150,606	51,452		6600	6700	6800
2000 Support Services								
2100 Students	0.00							
2200 Instructional Staff	0.00							
2300 General Administration	0.00							
2400 School Administration	0.00							
2500 Central Services	0.00							
2600 Operation & Maintenance of Plant	0.00							
2700 Student Transportation	0.00							
2900 Other	0.00							
<b>Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)</b>	0.00	0.00	150,606	51,452	0	0	0	0
<b>Compensatory Instruction Fund 072 (A.R.S. §15-756.11)</b>								
1000 Instruction	0.00							
2000 Support Services								
2100 Students	0.00							
2200 Instructional Staff	0.00							
2300 General Administration	0.00							
2400 School Administration	0.00							
2500 Central Services	0.00							
2600 Operation & Maintenance of Plant	0.00							
2700 Student Transportation	0.00							
2900 Other	0.00							
<b>Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)</b>	0.00	0.00	0	0	0	0	0	0

## SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET

CTD NUMBER 130222000

VERSION Revised #1

I certify that the Budget of Humboldt Unifies School District, Yavapai County for fiscal year 2021 was officially revised by the Governing Board on December 8, 2020, and that the complete Revised Expenditure Budget may be reviewed by contacting Roger Studley at the District Office, telephone 928.759.4027 during normal business hours.

## President of the Governing Board

1. Average Daily Membership:		Prior Year	Budget Year	4. Average Teacher Salaries (A.R.S. §15-903.E)	
Attending	2019 ADM	2020 ADM	2021 ADM	1. Average salary of all teachers employed in FY 2021 (budget year)	43,247
	5,321.601	5,337.177	5,335.000	2. Average salary of all teachers employed in FY 2020 (prior year)	41,187
2. Tax Rates:		Prior FY	Est. Budget FY	3. Increase in average teacher salary from the prior year	2,060
Primary Rate (equalization formula funding and budget add-ons not required to be in secondary rate)		3.9008	3.9008	4. Percentage increase	5%
Secondary Rate (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		0.9019	0.9019	Comments on average salary calculation (Optional):	
3. Budgeted Expenditures and Budget Limits:		Budgeted	Budget Limit	The average teacher salary does not include the additional Proposition 301 (CSF) pay projected to be approximately \$7,000 if FY 20-21	
		Expenditures	Budget Limit		
Maintenance & Operation Fund		34,291,286	34,291,286	5. Average salary of all teachers employed in FY 2018	
Classroom Site Fund		4,177,575	4,177,574	6. Total percentage increase in average teacher salary since FY 2018	
Unrestricted Capital Outlay Fund		3,513,250	3,513,251		

## MAINTENANCE AND OPERATION EXPENDITURES

	Salaries and Benefits		Other		TOTAL		% Inc./(Decr.) from Prior FY
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
100 Regular Education							
1000 Instruction	13,137,125	11,124,740	1,638,081	1,496,915	14,775,206	12,621,655	-14.6%
2000 Support Services							
2100 Students	1,534,653	1,576,664	10,638	13,638	1,545,291	1,590,302	2.9%
2200 Instructional Staff	960,442	1,025,414	26,475	28,275	986,917	1,053,689	6.0%
2300, 2400, 2500 Administration	3,365,923	3,426,992	433,908	451,058	3,799,831	3,878,050	2.1%
2600 Oper./Maint. of Plant	2,138,560	2,174,290	2,436,650	2,476,836	4,575,210	4,651,126	1.7%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	69,448	70,759	2,625	2,625	72,073	73,384	1.8%
610 School-Sponsored Curruc. Activities	58,175	59,380	0	0	58,175	59,380	2.1%
620 School-Sponsored Athletics	292,998	299,079	15,921	15,921	308,919	315,000	2.0%
630, 700, 800, 900 Other Programs	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal	21,557,324	19,757,318	4,564,298	4,485,268	26,121,622	24,242,586	-7.2%
200 and 300 Special Education							
1000 Instruction	4,268,509	4,400,809	194,600	194,600	4,463,109	4,595,409	3.0%
2000 Support Services							
2100 Students	1,575,852	1,605,769	47,858	47,858	1,623,710	1,653,627	1.8%
2200 Instructional Staff	213,855	225,401	13,500	13,500	227,355	238,901	5.1%
2300, 2400, 2500 Administration	48,222	49,061	2,159	2,159	50,381	51,220	1.7%
2600 Oper./Maint. of Plant	0	0	0	0	0	0	0.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	0	0	1,000	1,000	1,000	1,000	0.0%
Special Education Subsection Subtotal	6,106,438	6,281,040	259,117	259,117	6,365,555	6,540,157	2.7%
400 Pupil Transportation	2,565,518	2,609,477	601,400	601,400	3,166,918	3,210,877	1.4%
510 Desegregation	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	292,292	297,666	0	0	292,292	297,666	1.8%
TOTAL EXPENDITURES	30,521,572	28,945,501	5,424,815	5,345,785	35,946,387	34,291,286	-4.6%

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

CTD NUMBER 130222000

VERSION Revised #1

TOTAL EXPENDITURES BY FUND				
Fund	Budgeted Expenditures		\$ Increase/(Decrease) from Prior FY	% Increase/(Decrease) from Prior FY
	Prior FY	Budget FY		
Maintenance & Operation	35,946,387	34,291,286	(1,655,101)	-4.6%
Instructional Improvement	484,411	486,300	1,889	0.4%
English Language Learner	157,842	202,058	44,216	28.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	4,131,076	4,177,575	46,499	1.1%
Federal Projects	7,332,298	7,078,794	(253,504)	-3.5%
State Projects	405,785	421,927	16,142	4.0%
Unrestricted Capital Outlay	3,896,130	3,513,250	(382,880)	-9.8%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	3,971,900	3,971,900	0	0.0%
School Plant Fund	128,246	128,246	0	0.0%
Auxiliary Operations	776,696	643,923	(132,773)	-17.1%
Bond Building	317,149	124,074	(193,075)	-60.9%
Food Service	2,722,660	2,722,660	0	0.0%
Other	11,249,797	7,952,580	(3,297,217)	-29.3%

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

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

