



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

## **GOVERNING BOARD MEETING**

**Tuesday, March 9, 2021**

**Glassford Hill Middle School  
6901 Panther Path  
Prescott Valley, AZ**

**Regular Session @ 6:30**

### **OFFICIAL COPY**

**Mr. John Pothast, Superintendent**

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



POSTED  
3-5-2021  
5:00 p.m.

## HUMBOLDT UNIFIED SCHOOL DISTRICT #22

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

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

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **March 09, 2021**, at **Glassford Hill Middle School**, located at **6901 Panther Path, Prescott Valley, Arizona**. This meeting will also be **live-streamed**, as we begin our transition back to the traditional in-person only meetings.

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

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (\*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona, and on the district website [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 Samantha Bartmus at (928)759-5007 or [samantha.bartmus@humboldtunified.com](mailto:samantha.bartmus@humboldtunified.com). Requests should be made as early as possible to arrange the accommodation.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area.
- Discussion by the Board is limited to items posted on the agenda.

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### AGENDA

#### 6:30 REGULAR SESSION

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CURRENT EVENTS**
  - A. Board
  - B. Superintendent
6. **CELEBRATING SUCCESSES**
  - A. HUSD VIPs – Glassford Hill Middle School
    1. Volunteer – Brittney Rye
    2. Classified – Roni March
    3. Certified – Kelsey Hoult



**7. PUBLIC PARTICIPATION**

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

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

**8. CONSENT ITEMS**

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

**A.** Governing Board Meeting Minutes of February 9, 2021 (audio recording is posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))

**B.** Personnel Recommendations

**C.** Financial/Business

1. Approval of Accounts Payable voucher(s) in the amount of \$ 1,195,027.75
2. Approval of Payroll voucher(s) in the amount of \$ 3,038,456.35

**D.** Monthly Budget Report

**E.** Monthly Student Activities Report

**F.** Request for ratification of expenditures for Contracts, Work Agreements and Supplementals for February 2021

**G.** Yearly Tax Credit Recap for 2020

**H.** Request for approval for IGA between HUSD and PUSD for sale of textbooks and consumables

**I.** Request for approval of Title I Summer School to be held June 7 – July 1, 2021

**J.** Request for approval of a Social Worker Position

**K.** Gifts and donation

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

**A.** School update from Glassford Hill Middle School Principal Beth Denman to include:

- Capturing Kids Hearts
- Success for the 2020-2021 School Year
- Schoolwide focus: Project based learning and SEL

**B.** Review of Humboldt Unified School District's Pandemic Preparedness plans

**C.** Review of the current Auditor General Report for classroom spending

**10. ACTION**

**A.** Request for Suspension/Repeal of Policy IC – School Year



**B.** Transwestern pipeline litigation action

**C.** Consideration and possible adoption of a resolution providing for all matters relating to refunding of certain bonds of the District by the sale and issuance of refunding bonds of the District including delegation to the Superintendent and the Business Manager to determine certain matters related thereto

**11. PERSONNEL**

**\*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, Christopher Kawabata.

**12. ANNOUNCEMENTS**

**A.** Next Scheduled Board Meetings are:

April 13, 2021	6:30 PM	Regular Meeting	@ TBD
May 11, 2021	6:30 PM	Regular Meeting	@ TBD
June 8, 2021	6:30 PM	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 may be saved in multiple sections).*





# **CELEBRATING SUCCESSES**

## **Item 6**

- A. HUSD VIPs – Glassford Hill Middle School**
  - 1. Volunteers – Brittney Rye**
  - 2. Classified – Roni March**
  - 3. Certified – Kelsey Hoult**

## *Glassford Hill Middle School*



*The Humboldt Schools.  
Honoring achievement since 1906.*

6901 Panther Path  
Prescott Valley, AZ 86314

March 9, 2021

HUSD VIP -Brittney Rye- Volunteer  
Glassford Hill Middle School

It is with great enjoyment that I introduce Brittney Rye, the Glassford Hill PTO president and Glassford Hill's Volunteer VIP. Brittney and her husband along with their 3 beautiful girls are not only part of the Glassford family but also part of the Granville family.

Brittney and I were introduced as I transitioned into my role as principal and she transitioned into the role of mother to a 7th grader, neither are for the faint of heart. I don't think it's a secret when I tell you that finding middle school volunteers is difficult, but finding a PTO president is next to impossible. When Brittney said she would take on the position I was overjoyed. What I encountered when I met Brittney was a kind hearted, good natured woman that wanted to help our school and support her daughter if only from afar as our PTO president.

Brittney, at the least accommodating time for volunteers, has stepped up and provided the Glassford Hill staff with many modes of encouragement. These have included lunches that have been offered as a well deserved break and a great meal showing the Glassford staff that she truly cares about us and wants to celebrate us. Or if it's gift cards to staff that are on morning duty day in and day out, or treats for our employees of the month. Mrs. Rye has shown the Glassford staff continued love and support. In our meetings Brittney has made it very clear that she wants to support our teachers and she doesn't understand how the community doesn't get that. At one meeting she said, "I mean you have our kids for longer during the day then we do. We have to support you." I couldn't agree more.

Mrs. Rye has teamed with our Athletic Director to bring Glassford face masks to our campus, this allows students to show their Panther Pride as well as add a bit of fun to a less than fun experience of wearing a mask. Mrs. Rye has teamed with a community partner to offer Panther gear to our students to once again offer a means to show Panther Pride, but to also add some normalcy to a less than normal year.

During a time when volunteers weren't allowed to volunteer Brittney has done more than I could have asked.

I appreciate your dedication to your family and Glassford.

Thank you,  
Beth Denman  
Principal  
Glassford Hill Middle School

*Beth Denman  
Principal*

*Richard Lehmann  
Assistant Principal*

*Glassford Hill Middle School*



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March 9, 2021

HUSD VIP- Roni March - Classified staff

Glassford Hill Middle School

It is with great excitement and humble gratitude that I present Glassford Hill's Classified VIP, Roni March.

Roni March has been with the Humboldt Unified School District for over 24 years. She has been working at Glassford for all 24 of those years and it is true that Glassford wouldn't be standing without her.

Mrs. March is one of the most humble, kind and hardworking professionals I have encountered. Mrs. March's daily tasks are often interrupted by staff, students and myself asking a multitude of questions ranging from Smartfind entries, attendance questions, scheduling and/or scanning questions to which Roni kindly responds, with a smile and a "sure darlin'" to help the person in need. Roni is always professional when dealing with her co-workers. She is a master scheduler having to multiplate the schedule over and over again due to some "hair brained idea" I have come up with only to have to reverse it when it doesn't turn out as I had hoped.

Roni is often the face that families and community members first encounter when visiting Glassford. This is a huge benefit to Glassford due to her advanced knowledge of the Glassford way and her professional manner to which she can address pretty much any and all concerns or questions that families throw at her. She greets our families with understanding and kindness making them feel welcome on the Glassford Hill campus.

This year has been a trying one for all of us, but I have not seen the strain on Roni as she seems to grow stronger with the challenges this year as presented. She is kinder, more professional and more willing to step up to help when duty calls.

I have personally worked with Roni over the last 5 years, as both an assistant principal and now as a principal and my respect for her has only grown as I transitioned into this new position. Roni is my confidant and my school partner, I often don't have to say a thing, only to look at Roni and know we are on the same page. As I have shared with my staff, I have never worked with someone that makes me want to be a better person until I worked with Roni. The professionalism and kindness she uses when working with others is unmatched and truly makes me want to do better. For that I thank you, Roni March, for being the backbone of Glassford and for being my friend.

Thank you,

Beth Denman

Principal

Glassford Hill Middle School

*Beth Denman*  
Principal

*Richard Lehmann*  
Assistant Principal

## *Glassford Hill Middle School*



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March 9, 2021

HUSD VIP- Kelsey Hoult- Certified staff

Glassford Hill Middle School

It is with great pleasure that I present to you Glassford Hill's Certified VIP, Kelsey Hoult. If you came on our campus this year, you would have engaged with some of the finest teachers and students in Yavapai County, unfortunately you would not have encountered Mr. Hoult. In past years, Mr. Hoult could be found in the Social Studies wing or in the Ichoose Academy, however, this year Mr. Hoult remained online in order to accommodate the education of over 60 plus 7th and 8th grader students. This was no small feat requiring Mr. Hoult to embark in a new learning modality that no teacher in the district has done alone.

This means, Mr. Hoult was given the responsibility for the planning, scheduling and teaching of all four content areas, those being Social Studies, Math, English and Science. If that sounds like an easy request let me dig deeper, the lessons for social studies encompassed both the 7th and 8th grade standards, English for both 7th and 8th grade standards, Science for both 7th and 8th grade standards as well as math lessons for students in 7th grade, 8th grade and Algebra. That is a total of 9 preps. And that is just in the preparation of the lessons, there is the grading, the tracking of students attendance, and scheduling conferences to keep students on track. Just explaining this makes me tired, so I can only imagine the strain this put on Kelsey and his family. However, you would never see that strain when you spoke with Mr. Hoult. He was upbeat and excited to bring lessons to his students that made them dig deeper and think.

Mr. Donte Edmundson explains Mr. Hoult's in person and online lessons as the following: "Mr. Hoult who would give them an original, authentic learning experience. Social Studies class would no longer be the same old. No more filling in the blank textbook notes. No more, "Anyone? Anyone?" in that drawn out, monotone voice that we all know so well thanks to *Ferris Bueller's Day Off*. One of the most unique teaching styles that I have seen, is what is revealed to all who enter Kelsey's classroom to observe. His laid-back nature is definitely a win, especially in regards to building rapport with students. Hoult's philosophy is displayed through this as well; he genuinely believes that relationships *must* come first, or the learning cannot and will not take place at all. I cannot express all of the times that I have heard students say, "Mr. Hoult is my favorite teacher!" And please, let me be the one to tell you, this has nothing to do with him being "cool," although he undoubtedly is. On the contrary, it has *everything* to do with "respect." I often think of world leaders, who run their "ship" as an authoritarian, using fear as a modality to respect. We often see this within the classroom walls, but Kelsey manages to gain his students respect and trust in the most humanitarian ways. Kids know that this guy truly has a spot for them in his heart. They trust Mr. Hoult. They see qualities in him that they themselves wish to acquire one day, and it is that which drives the learning and growth that is displayed from his students. As a fellow teacher, I always enjoyed when I could make it to a lesson of Mr. Hoult's, as I learned a lot about how I can too become a better teacher.

As mentioned above, Kelsey Hoult's classroom isn't what many of us recall as students ourselves. It is actually nothing like what the typical Social Studies classroom looks like, and that stems from the fact that Hoult's lessons are not like anything we have ever experienced as

*Beth Denman*  
Principal

*Richard Lehmann*  
Assistant Principal

## *Glassford Hill Middle School*



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students. Kelsey's lessons derive from the fact that he is always intentional and setting goals to give the children an *experience* not simply factoids of knowledge. His goal is not to create the world's best trivia participant. His goal is to help foster a true understanding of past, present, and even future societies. His goal is to have students explore the realities of different time periods, cultures, and individuals, giving students the contextual knowledge that they otherwise may not have had. Mr. Hoult does this by creating simulations, which make the students *feel* what it might have been like. Creativity is the foundation of Mr. Hoult's lessons. For example, Kelsey has had students study the philosophies of such names as Hobbes and Locke. This is no easy task for students who are only in the 7th and 8th grade, but Hoult has high expectations, and with his immaculate ability to convey content to younger minds, he succeeds everytime. While he could simply have the students read and answer questions about the two philosophers, Hoult chooses to do something much more impactful for the students. Hoult tasks the students with formulating an argument: Which philosophy is correct? Hobbes' or Locke's? To help students formulate this argument, Kelsey puts the students through a simulation, so that they can gain experiential evidence to help them determine their claim. After reading a short excerpt from *Lord of the Flies*, he places students into groups, each containing an envelope. Within the envelope are materials to allow students to "get off the deserted island." What students don't know is that not every envelope contains all of the necessary materials. With no help from Mr. Hoult, the students begin to feel what it would be like to be on an island with no adults at all. From there, students may sabotage other groups, or they may work together. Thus, a real life display of the two philosophies comes to life. Now, how about that as a Social Studies lesson?"

Mr. Edmundson, puts it best by stating, "what is amazing is Mr. Hoult's newest feat: running an online program for our students amidst unprecedented times. Educators all around the world know the challenge that we are up against due to the global pandemic, and many of them are doing whatever it takes to take care of the children, the future. Kelsey is one of them. He is taking great care of all of the students who were unable to return in person due to personal conditions, or the conditions of loved ones within the home. I know that Kelsey's has been faced with many of the challenges that we are all faced with this year, but his undertaking of an online program is something that needs to be shared. By witnessing his abilities, it shows the rest of us that we can accomplish anything if we are willing to put the work in. I truly do not have the words to describe how proud and inspired I am by the work that Kelsey does and his ability to continue through all the hardships to accomplish the task at hand."

It is truly my honor to present Mr. Kelsey Hoult with this award, he is a true educator and friend.

Thank you,

Beth Denman  
Principal  
Glassford Hill Middle School

*Beth Denman*  
Principal

*Richard Lehmann*  
Assistant Principal



# CONSENT

## Item 8A.

### Minutes

February 9, 2021

(Audio minutes are available on the district website)

POSTED  
2-5-2021  
5:00 p.m.

## HUMBOLDT UNIFIED SCHOOL DISTRICT #22

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

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### AGENDA

#### 6:30 REGULAR SESSION

- |       |    |   |
|-------|----|---|
| 00:10 | 1. | WELCOME AND CALL TO ORDER   |
| 00:32 | 2. | PLEDGE OF ALLEGIANCE/FLAG CEREMONY  |
| 00:50 | 3. | ROLL CALL<br>ALL PRESENT  |
| 01:10 | 4. | AGENDA REVIEW/ACCEPT<br>ITEM 8A PERSONELL AND ITEM 8G CHANGED<br>AGENDA APPROVED UNANIMOUSLY WITH CHANGES |
| 02:48 | 5. | CURRENT EVENTS<br>A. Board<br>B. Superintendent   |
| 18:53 | 6. | CELEBRATING SUCCESSES<br>A. HUSD VIPs –   |
| 19:33 |    | 1. Volunteer – John Crawford  |
| 23:40 |    | 2. Classified – Bronte Casperson  |



**7. PUBLIC PARTICIPATION**

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**36:17 8. CONSENT ITEMS**

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Pages 5-10 **A. Personnel Recommendations**

Pages 11-16 **B. Governing Board Meeting Minutes of January 5, 2021 and January 12, 2021 (audio recording is posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))**

Pages 17-114 **C. Financial/Business**

1. Approval of Accounts Payable voucher(s) in the amount of \$ 996,498.34
2. Approval of Payroll voucher(s) in the amount of \$ 2,702,719.44

Pages 115-122 **D. Monthly Budget Report**

Pages 123-126 **E. Monthly Student Activities Report**

Pages 127-130 **F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for January 2021**

Pages 131-136 **G. Request for approval of HUSD Supplemental Wage Schedule**

Pages 137-140 **H. Request for approval of authorized signers for District bank accounts for fiscal year 2020-2021**

Pages 141-146 **I. Request for approval of Waiver of Conflict of Interest from Yavapai County Attorney's Office**

Pages 147-148 **J. Gifts and donation**

**ITEMS A – J PASSED UNANIMOUSLY**

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

- 38:10 A. School update from Bradshaw Mountain High School Principal Brett Dahl to include:**
- Professional Learning Community – Our journey and the pillars
  - Celebrations and successes
  - Looking ahead

**1:08:02 B. Review of Humboldt Unified School District's Pandemic Preparedness plans**

10. **ACTION**  
1:27:30 A. Request for approval for the Granville Land Exchange  
**PASSED UNANIMOUSLY**

2:03:18 B. Request for ratification of T-Mobile Project  
**PASSED UNANIMOUSLY**

11. **ANNOUNCEMENTS**  
2:08:14 A. Next Scheduled Board Meetings are:

March 9, 2021	6:30 PM	Regular Meeting	@ TBD
April 13, 2021	6:30 PM	Regular Meeting	@ TBD
May 11, 2021	6:30 PM	Regular Meeting	@ TBD

2:08:49 12. **ADJOURNMENT**

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# CONSENT

## Item 8B.

### Personnel Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
*PERSONNEL DEPARTMENT*  
Personnel Consent Agenda for Board Meeting on March 9, 2021

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

Certified Staff

1. Meagan Armstrong - 1st Grade Teacher @ LTS (5/21/21)
2. Denise Antonio - 4th Grade Teacher @ MVES (2/12/21)
3. Karina Cruz - ELD Teacher @ LTS (5/21/21)
4. Sarah Feeney - ILLP Teacher (LOA 2/8/21 TO 5/21/21)
5. Lisa Groves - ELA Teacher @ BMHS (FMLA 1/25/21 TO 2/19/21)
6. Erica Hastings - ELA Teacher @ GHMS (5/24/21)
7. Tracy Hefley -Resource Teacher @ HES (5/21/21)
8. Christopher Kawabata - Science Teacher @ LTS (3/19/21)
9. Richard Lehmann - Asst Principal @ GHMS (6/7/21)
10. Amy Kidd - Science Teacher @ BMMS (LOA 2/2/21 TO 5/21/21)
11. Kimberly Pittman - Resource Teacher @ CSES (5/21/21)

Classified Staff

1. Justin Bitsilly - Resource Aide @ BMHS (LOA 1/4/21 TO 4/7/21)
2. Colleen Buccio - Title 1 Aide @ HES (5/21/21)
3. Julie Chisolm - M/S/P Side @ MVES (5/21/21)
4. Helen Dimmer - Title 1 Aide @ LTS (LOA 2/1/21 TO 5/3/21)
5. Debra Finley - Receptionist @ GHMS (2/22/21)
6. Arantza Garcia Perez - Custodian @ LTS (3/3/21)
7. Andrew Karneke - Custodian @ BMHS (2/12/21)
8. Kelly Lee - Family and Comm. Engagement Coordinator (2/15/21)
9. Annamaria Love - M/S/P Aide @ MVES (5/20/21)
10. Kaylee Malin - Afterschool Program Aide (1/14/21)
11. Sarah McConville - Custodian @ LTS (2/24/21)
12. Ken Murphy - Bus Driver @ Transportation (2/22/21)
13. Sandra I Nunez Kalarovich - F and N Worker II @ BMHS (2/28/21)
14. Radford Paul - Title 1 Aide @ CSES (2/5/21)
15. Margaret Tass - Preschool Teacher @ BFPS (5/21/21)

Substitute + Staff

1. Brandon Ramirez - JV Baseball Coach @ BMHS (2/19/21)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
PERSONNEL DEPARTMENT

Personnel Consent Agenda for Board Meeting on March 9, 2021

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

Certified Staff

1. Dante Smith - JROTC Instructor @ BMHS (replaces Darrin Larson)

Classified Staff

1. Amy Dutton - Title 1 Aide and Teacher Aide @ CSES (replaces Radford Paul)
2. Betty Farnham - F and N Worker II @ BMHS (replaces Sandra Nunez Kala)
3. Cassandra Hofferber - M/S/P Aide @ HES (replaces Patricia McCarthy)
4. Terese Marie King - Bus Driver @ Transportation (replaces Michael Wilson)
5. Sarah McConville - Custodian @ LTS (replaces Kenneth Rathbun)
6. Danielle Mortensen - M/S/P Aide @ GHMS (replaces Lawrence Lufkin)
7. Hailey Ogle - Receptionist @ GHMS (replaces Debra Finley)
8. Mary Pirtle - Preschool Aide @ BFPS (replaces Amy Dutton)
9. Amelia Joy Rogers - M/S/P Aide @ LVES (replaces Steven Pritchett)
10. Nubia Sanchez Moreno - Playground Aide @ MVES (replaces Patrice Rogers)

Substitute + Staff

**C. SUPPLEMENTAL CONTRACTS**

Overloads

1. Jeff Brown - SpED Teacher @ BMHS (overload is to provide services for online SpED students)
2. Kimberly Carpenter - ELA Teacher @ BMMS (overload is to cover the class of a staff member out on FMLA)
3. Jeff Goodman - SpED Teacher @ BMHS (overload is to provide services for online SpED students)
4. Adrienne Houston - 2nd-Grade Online Teacher @ CSES (overload is to serve our online students)
5. Carisa Johnson - ELA Teacher @ BMMS (overload is to cover the class of a staff member out on FMLA)
6. Shawna O'brien - SpED Teacher @ BMHS (overload is to provide services for online SpED students for 7 days)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
*PERSONNEL DEPARTMENT*  
Personnel Consent Agenda for Board Meeting on March 9, 2021

Certified Stipends Specifically Listed on Board-approved 2020-2021 Stipend Schedule

(M&O-\$7,472.50); Tax Credit-\$612.50; General Tax Credit- \$00; SPED-\$0.00; Other- \$1,837.50)

1. Sullivan Beard - Asst Track Coach @ BMHS
2. Kim Carpenter - Girls MS Track Coach @ BMMS
3. Tiffany Church - LINK Coordinator @ BMHS
4. Donte Edmundson - Asst MS Basketball Coach @ GHMS
5. Michael Green - Combined MS Boys Soccer Coach
6. Sarah Herschelman - Boys MS Track Coach @ BMMS
7. Michael Hungerford - Asst Track Coach @ BMHS
8. Danielle Larson - LINK Coordinator @ BMHS
9. Diane Peters - Combined MS Girls Soccer @ BMMS
10. Robert Supergan - LINK Coordinator @ BMHS

Other Stipends

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

**D. IN-DISTRICT TRANSFERS**

Certified

Classified

1. Kenneth Rathbun - FROM LTS Custodian TO Bus Driver @ Transportation (replaces Kimberly Martin)

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
*PERSONNEL DEPARTMENT*  
Personnel Consent Agenda for Board Meeting on March 9, 2021

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

Certified

Classified

1.

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

1. NONE

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

1. NONE





**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: March 09, 2021 Discuss  
SUBJECT: Monthly Budgets - Board Report Action  
Consent X

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OBJECTIVE: Goal # 2: Planning for Future Student Needs

---

### SUPPORTING DATA:

Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

### SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:



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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: 2/1/2021	To Date: 2/28/2021		
Fund:	Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance % Remaining Bud
Fund: 001	MAINT & OPER FUNDS					
	Fund 001 Total:	\$33,712,288.70	\$2,591,315.58	\$18,297,315.22	\$15,414,973.48	\$12,702,129.37 \$2,712,844.11 8.05%
Fund: 011	CLASSROOM-BASE SAL					
	Fund 011 Total:	\$684,704.98	\$0.00	\$245,340.73	\$439,364.25	\$0.00 \$439,364.25 64.17%
Fund: 012	CLASSROOM-PERF PAY					
	Fund 012 Total:	\$1,513,085.97	\$0.00	\$3,858.24	\$1,509,227.73	\$0.00 \$1,509,227.73 99.75%
Fund: 013	CLASSROOM-OTHER					
	Fund 013 Total:	\$1,979,784.38	\$0.00	\$491,317.05	\$1,488,467.33	\$0.00 \$1,488,467.33 75.18%
Fund: 021	INDIAN GAMING-INSTRUCTION IMPROV					
	Fund 021 Total:	\$64,608.12	\$0.00	\$0.00	\$64,608.12	\$0.00 \$64,608.12 100.00%
Fund: 024	INDIAN GAMING - INSTRUCTIONAL IMPROV					
	Fund 024 Total:	\$435,190.25	\$16,058.18	\$124,735.45	\$310,454.80	\$89,729.07 \$220,725.73 50.72%
Fund: 071	SEI - STRUCTURED ENGLISH IMMERSION					
	Fund 071 Total:	\$202,058.00	\$15,837.02	\$115,790.02	\$86,267.98	\$70,705.60 \$15,562.38 7.70%
Fund: 110	TITLE 1 LEA					
	Fund 110 Total:	\$1,458,795.78	\$130,964.62	\$898,298.47	\$560,497.31	\$513,025.26 \$47,472.05 3.25%
Fund: 111	TITLE 1 LEA					
	Fund 111 Total:	\$0.00	\$0.00	\$73,754.51	(\$73,754.51)	\$0.00 (\$73,754.51) 0.00%
Fund: 140	TITLE II-IMPROV TEACHER QUAL(14/15)					
	Fund 140 Total:	\$267,435.79	\$26,495.02	\$116,500.03	\$150,935.76	\$39,400.55 \$111,535.21 41.71%
Fund: 141	TITLE II-IMPROV TEACHER QUAL(15/16)					
	Fund 141 Total:	\$0.00	\$0.00	\$12,188.85	(\$12,188.85)	\$0.00 (\$12,188.85) 0.00%
Fund: 162	TITLE IV-A STUDENT SUPPORT & ACADEMIC I					

# 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: 2/1/2021	To Date: 2/28/2021	Budget Balance	
					Encumbrance	% Remaining Bud
		Budget	Range To Date	YTD	Balance	
Fund 162 Total:						
Fund: 190	TITLE III LEP PROGRAM	\$10,667.99	\$31,639.77	\$31,639.77	(\$20,971.78)	\$3,118.81 (\$24,090.59) -225.82%
Fund 190 Total:						
Fund: 191	TITLE III LEP PROGRAM (FY20)	\$0.00	\$657.55	\$12,100.69	(\$12,100.69)	\$7,831.84 (\$19,932.53) 0.00%
Fund 191 Total:						
Fund: 195	TARGETED SUPPORT & IMPROVEMENT GRN1	\$83,234.19	\$0.00	\$752.87	\$82,481.32	\$82,481.32 99.10%
Fund 195 Total:						
Fund: 196	TARGETED SUPPORT & IMPROVEMENT GRN1	\$27,900.71	\$0.00	\$9,001.31	\$18,899.40	\$3,410.54 \$15,488.86 55.51%
Fund 196 Total:						
Fund: 220	IDEA - BASIC - ENT	\$42,500.00	\$0.00	\$3,641.83	\$38,858.17	\$0.00 \$38,858.17 91.43%
Fund 220 Total:						
Fund: 221	IDEA - PRESCHOOL GRANT	\$1,361,075.67	\$73,212.95	\$593,546.54	\$767,529.13	\$330,943.61 \$436,585.52 32.08%
Fund 221 Total:						
Fund: 260	CTE BASIC GRANT	\$47,487.20	\$2,728.22	\$17,729.64	\$29,757.56	\$11,060.85 \$18,696.71 39.37%
Fund 260 Total:						
Fund: 261	CTE BASIC GRANT	\$158,218.34	\$0.00	\$8,546.99	\$149,671.35	\$0.00 \$149,671.35 94.60%
Fund 261 Total:						
Fund: 290	MEDICAID OUTREACH	\$107,128.84	\$2,409.23	\$14,348.98	\$92,779.86	\$7,942.47 \$84,837.39 79.19%
Fund 290 Total:						
Fund: 291	MEDICAID DIRECT	\$133,290.85	\$377.68	\$18,780.44	\$114,510.41	\$0.00 \$114,510.41 85.91%
Fund 291 Total:						
Fund: 326	COVID ESSER I	\$1,280,149.53	\$15,549.82	\$313,250.89	\$966,898.64	\$310,504.43 \$656,394.21 51.27%
Fund 326 Total:						
		\$1,166,388.53	\$100,767.91	\$609,510.94	\$556,877.59	\$140,335.99 \$416,541.60

# 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: 2/1/2021	To Date: 2/28/2021	Budget Balance	
Account Number / Description			YTD	Balance	Encumbrance	% Remaining Bud
Fund: 328 COVID ESG Enrlmnt Stabiliz						35.71%
Fund 328 Total:		\$0.00	\$2,212,730.99	(\$2,212,730.99)	\$0.00	(\$2,212,730.99)
Fund: 349 NAT'L FOREST FEES						0.00%
Fund 349 Total:		\$2,022,281.20	\$689,069.19	\$1,333,212.01	\$452,237.87	\$880,974.14
Fund: 353 TAYLOR GRAZING						43.56%
Fund 353 Total:		\$87,713.00	\$4,139.84	\$83,573.16	\$0.00	\$83,573.16
Fund: 374 E-RATE						95.28%
Fund 374 Total:		\$101,097.91	\$0.00	\$101,097.91	\$0.00	\$101,097.91
Fund: 400 CTE PRIORITY PROGRAM						100.00%
Fund 400 Total:		\$44,704.19	\$6,663.05	\$38,041.14	\$7,053.69	\$30,987.45
Fund: 435 ACADEMIC CONTESTS						69.32%
Fund 435 Total:		\$1,134.04	\$0.00	\$1,134.04	\$0.00	\$1,134.04
Fund: 450 GIFTED						100.00%
Fund 450 Total:		\$5,009.74	\$0.00	\$5,009.74	\$0.00	\$5,009.74
Fund: 456 COLLEGE CREDIT BY EXAMINATION INCENTIV						100.00%
Fund 456 Total:		\$21,596.43	\$0.00	\$21,596.43	\$0.00	\$21,596.43
Fund: 457 RESULTS - BASED FUNDING						100.00%
Fund 457 Total:		\$86,959.74	\$0.00	\$45,900.40	\$41,059.34	\$41,059.34
Fund: 483 SAFE SCHOOLS						47.22%
Fund 483 Total:		\$0.00	\$5,843.03	(\$5,843.03)	\$0.00	(\$5,843.03)
Fund: 485 WRP						0.00%
Fund 485 Total:		\$258,454.17	\$17,688.89	\$147,294.43	\$87,555.19	\$23,604.55
						9.13%

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

Expenditure Budget Balance Report									
Fiscal Year: 2020-2021			Summary Only		From Date: 2/1/2021		To Date: 2/28/2021		
Account Number / Description			Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Remaining Bud
Fund:	499	RURAL ASSISTANCE							
		Fund 499 Total:	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	\$4,068.54	100.00%
Fund:	500	SCH PLANT- > 1 YR							
		Fund 500 Total:	\$130,246.14	\$9,997.13	\$24,168.50	\$106,077.64	\$45,047.68	\$61,029.96	46.86%
Fund:	510	FOOD SERVICE							
		Fund 510 Total:	\$2,722,659.81	\$241,122.00	\$1,366,895.29	\$1,355,764.52	\$1,038,691.55	\$317,072.97	11.65%
Fund:	515	CIVIC CENTER							
		Fund 515 Total:	\$173,741.40	\$1,916.88	\$19,098.71	\$154,642.69	\$16,069.51	\$138,573.18	79.76%
Fund:	517	BUS RENTAL							
		Fund 517 Total:	\$365,348.72	\$0.00	\$0.00	\$365,348.72	\$0.00	\$365,348.72	100.00%
Fund:	522	BEFORE/AFTER SCHOOL PROGRAM							
		Fund 522 Total:	\$209,698.00	\$5,261.97	\$41,021.96	\$168,676.04	\$20,691.62	\$147,984.42	70.57%
Fund:	523	BRIGHT FUTURES PRESCHOOL							
		Fund 523 Total:	\$0.00	\$0.00	\$4,633.40	(\$4,633.40)	\$864.41	(\$5,497.81)	0.00%
Fund:	525	AUX OPERATIONS							
		Fund 525 Total:	\$643,922.79	\$7,301.15	\$73,939.37	\$569,983.42	\$51,259.77	\$518,723.65	80.56%
Fund:	526	ACT FEES TAX CRED							
		Fund 526 Total:	\$0.00	\$2,301.81	\$37,342.67	(\$37,342.67)	\$27,413.98	(\$64,756.65)	0.00%
Fund:	530	GIFTS & DONATIONS							
		Fund 530 Total:	\$175,764.98	\$2,351.55	\$39,018.09	\$136,746.89	\$23,177.70	\$113,569.19	64.61%
Fund:	540	FINGERPRINT							
		Fund 540 Total:	\$5,661.43	\$0.00	\$0.00	\$5,661.43	\$0.00	\$5,661.43	100.00%
Fund:	550	INSURANCE PROCEEDS							

# 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: 2/1/2021	To Date: 2/28/2021		
		Budget	Range To Date	YTD	Balance	Encumbrance
						Budget Balance % Remaining Bud
Fund: 551	INSURANCE - AEI	\$322,748.28	\$0.00	\$16,582.03	\$306,166.25	\$5,000.00
Fund 550 Total:						\$301,166.25
Fund: 555	TEXTBOOKS	\$50,250.14	\$535.88	\$4,546.17	\$45,703.97	\$2,679.46
Fund 551 Total:						\$43,024.51
Fund: 565	LITIGATION RECOVERY	\$21,246.01	\$0.00	\$2,999.60	\$18,246.41	\$0.00
Fund 555 Total:						\$18,246.41
Fund: 570	INDIRECT COSTS	\$26,154.34	\$0.00	\$0.00	\$26,154.34	\$0.00
Fund 565 Total:						\$26,154.34
Fund: 575	UNEMPLOYMENT INSURANCE	\$1,237,087.86	\$57,804.15	\$463,813.62	\$773,274.24	\$335,556.19
Fund 570 Total:						\$437,718.05
Fund: 590	GRANT/GIFT TEACHER	\$21,928.90	\$0.00	\$0.00	\$21,928.90	\$0.00
Fund 575 Total:						\$108,840.32
Fund: 595	SCHOOL BUS ADVERTISEMENT	\$5,810.91	\$0.00	\$0.00	\$5,810.91	\$0.00
Fund 590 Total:						\$21,928.90
Fund: 596	JTED - MTN. INSTITUTE	\$1,051,306.66	\$15,109.35	\$159,175.40	\$892,131.26	\$110,577.93
Fund 595 Total:						\$5,810.91
Fund: 610	CAPITAL OUTLAY	\$3,510,565.42	\$27,918.99	\$750,486.25	\$2,760,079.17	\$290,392.05
Fund 596 Total:						\$781,553.33
Fund: 630	BOND BUILDING	\$124,073.75	\$0.00	\$0.00	\$124,073.75	\$0.00
Fund 610 Total:						\$2,469,687.12
Fund: 650	GIFTS & DONATIONS	\$13,737.85	\$0.00	\$0.00	\$13,737.85	\$0.00
Fund 630 Total:						\$124,073.75
Fund 650 Total:						\$13,737.85

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

Expenditure Budget Balance Report							
Fiscal Year: 2020-2021		Summary Only		From Date: 2/1/2021		To Date: 2/28/2021	
Account Number / Description		Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance % Remaining Bud
Fund: 665	ENERGY REBATES						100.00%
	Fund 665 Total:	\$341,231.82	\$0.00	\$0.00	\$341,231.82	\$0.00	\$341,231.82
Fund: 691	BUILDING RENEWAL GRANT - SFB						100.00%
	Fund 691 Total:	\$3,643,919.68	\$17,249.14	\$219,883.15	\$3,424,036.53	\$3,343,532.91	\$80,503.62
Fund: 700	DEBT SERVICE FUNDS						2.21%
	Fund 700 Total:	\$3,971,900.00	\$0.00	\$571,331.15	\$3,400,568.85	\$0.00	\$3,400,568.85
Fund: 850	STUDENT ACTIVITIES						85.62%
	Fund 850 Total:	\$103,011.26	\$0.00	\$1,852.63	\$101,158.63	\$5,414.01	\$95,744.62
Fund: 855	EMPLOYEE INSURANCE						92.95%
	Fund 855 Total:	\$5,708,474.66	\$436,032.71	\$3,298,696.85	\$2,409,777.81	\$1,954,522.15	\$455,255.66
	Grand Total:	\$72,058,343.91	\$3,907,762.99	\$32,219,075.23	\$39,839,268.68	\$22,047,876.06	\$17,791,392.62
							24.69%

End of Report



**CONSENT**

**Item 8E.**

**Student Activities Report**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8E**  
FROM: Roger Studley, Finance Director Reading  
DATE: March 9, 2021 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.

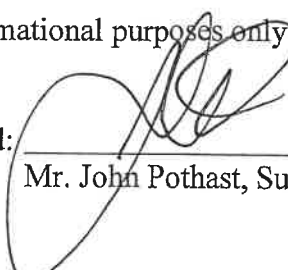
This report is in a new format since it is a cash driven fund. Beginning cash balances have been added in so you can see all the transactions for each club.

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

February 2021

	Beginning Balance	Revenue	Expended	Balance	Encumbered	Available Cash
Coyote Springs 133						
Student Council	1,603	-	-	1,603	-	1,603
Granville 135						
Chorus/Choir	348	-	-	348	-	348
Student Council	1,594	-	-	1,594	-	1,594
Humboldt 131						
Student Council	5,342	179	-	5,521	-	5,521
Lake View 110						
Student Council	5,858	-	-	5,858	-	5,858
Liberty Traditional 134						
Jr Optimists	185	-	-	185	-	185
Student Council	3,883	293	-	4,176	841	3,335
Mountain View 132						
Student Council	1,728	-	-	1,728	-	1,728
Subtotal ES	20,542	471	-	21,013	841	20,172
Brad Mntn MS 120						
Ntl Honor Society	2,792	-	-	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,747	-	-	2,747	-	2,747
Glassford Hill MS 125						
Ntl Honor Society	84	-	-	84	-	84
Student Council	5,793	185	385	5,593	1,823	3,770
Subtotal MS	11,793	185	385	11,594	1,823	9,771
Brad Mntn HS 230						
Art	352	-	-	352	-	352
AVID	342	-	-	342	-	342
Baseball	20	-	-	20	-	20
DECA	633	450	450	633	475	158
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	800	-	2,024	910	1,114
Interact	3,193	-	-	3,193	300	2,893
JROTC	1,536	-	-	1,536	-	1,536
Mu Alpha Theta	170	-	-	170	-	170
Ntl Art Honor Society	434	200	200	433	165	269
Ntl Honor Society	2,202	-	-	2,202	-	2,202
P.A.L.S.	2,102	62	-	2,164	400	1,764
Student Council	3,616	340	818	3,139	500	2,639
Upward Bound	37	-	-	37	-	37
Subtotal HS	21,002	1,852	1,468	21,386	2,750	18,636
Interest To Date:		194				
TOTAL Student Activities	53,337	2,702	1,853	54,187	5,414	48,773



# CONSENT

## Item 8F.

### Ratification of Expenditures

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:	Humboldt Unified School District Governing Board	Item # <b>8F</b>
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	Tuesday, March 9, 2021	Discuss
SUBJECT:	Ratifications of Expenditures for Contracts / Work Agreements & Supplementals	Action Consent <b>X</b>

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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 February 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.

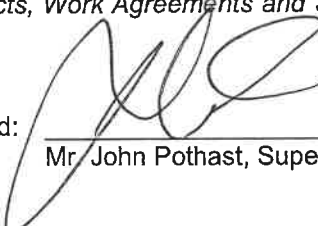
**SUMMARY & RECOMMENDATION:**

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

**Sample Motion:**

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

From 01/27/2021 – 02-19-2021

Contract Type	Name	Contract Status	Primary Job Title	Check Location	Hire Date
OVERLOAD	BEILFUSS, DOUGLAS R	Accepted	TEACHER	BMHS W	6/5/2001
CLASSIFIED	BLANDIN, FREDERICK R	Published	LEAD NIGHT CUST	BMHS W	11/5/2019
OVERLOAD	BROWN, JEFFREY L	Accepted	TEACHER	BMHS W	8/25/1997
OVERLOAD	BUCKLE, LINDSEY D	Accepted	TEACHER	BMHS W	1/26/2015
OVERLOAD	CARPENTER, KIMBERLY K	Accepted	TEACHER	BMMS	7/27/2020
CERTIFIED	EDMUNDSON, DONTE J	Accepted	TEACHER	GHMS	7/31/2017
CLASSIFIED	FARNHAM, ELIZABETH A	Published	F&N WORKER	BMHS W	2/18/2021
OVERLOAD	GOODMAN, JEFF A	Accepted	TEACHER	BMHS W	8/1/2014
CLASSIFIED	HANSON, DONALD L	Published	CUSTODIAN	BMHS W	10/7/2009
OVERLOAD	HATFIELD, GENA D	Accepted	TEACHER	BMHS W	7/29/2013
CLASSIFIED	HOFFERBER, CASSANDRA A	Accepted	M/S/P AIDE	HES	2/18/2021
OVERLOAD	HYATT, HELEN	Accepted	TEACHER	BMHS W	8/8/2005
OVERLOAD	JOHNSON, CARISSA E	Accepted	TEACHER	BMMS	7/28/2014
OVERLOAD	LARSON, DANIELLE R	Accepted	TEACHER	BMHS W	8/2/2010
CLASSIFIED	MC CAULEY, KIMBERLY A	Accepted	F&N CLERK	BMHS W	1/9/2013
OVERLOAD	MINARIK, SHERYL L	Accepted	TEACHER	BMHS W	6/19/2007
OVERLOAD	MOSER, LISA	Accepted	TEACHER	BMHS W	7/28/2014
CLASSIFIED	NUNEZ KALAROVICH, SANDRA I	Accepted	F&N WORKER	BMHS W	1/28/2021
OVERLOAD	O BRIEN, SHAWNA A	Accepted	TEACHER	BMHS W	10/29/202
CLASSIFIED	PLUMB, JARRETT V	Published	CUSTODIAN	BMHS W	1/28/2021
CLASSIFIED	RATHBUN, KENNETH C	Published	BUS DRIVER	TRANS	8/27/2018
CLASSIFIED	ROGERS, PATRICE	Accepted	ELL AIDE	MVES	7/31/2020
CLASSIFIED	SALVATORE, ANN M	Accepted	PLAYGROUND AIDE	CSES	1/26/2021
CLASSIFIED	SANCHEZ MORENO, NUBIA	Accepted	PLAYGROUND AIDE	MVES	2/18/2021
OVERLOAD	STROBEL, ANDREA R	Accepted	TEACHER	BMHS W	7/29/2019
CLASSIFIED	ZAVALETA, ANITA A	Accepted	PRESCHOOL AIDE	BMHS E	8/3/2018





**CONSENT**

**Item 8G.**

**2020 Tax Credit Recap**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8G**  
FROM: Roger Studley, Finance Director Reading  
DATE: March 09, 2021 Discuss  
SUBJECT: Tax Credit Recap - 2020 Action  
Consent **X**

---

OBJECTIVE: Goal # Planning for Future Student Needs

---

### SUPPORTING DATA:

The State of Arizona allows individual taxpayers to claim a nonrefundable tax credit for making cash contributions or for certain fees paid to a public school located in Arizona for the support of extracurricular activities or character education programs. The credit is equal to the amount of fees paid or cash contributions, not to exceed \$400 for married filing joint filers and \$200 for all other filing statuses.

Extracurricular activities are defined as school –sponsored optional activities that benefit enrolled students.

Attached are 2 reports.

1. Tax Credit Revenue prior 10 years
2. Tax Credit Revenue/Expenditures Prior 4 Years

### SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:

  
John Pothast, Superintendent

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

**HUMBOLDT UNIFIED SCHOOL DISTRICT  
TAX CREDIT DEPOSITS**

REVENUE FROM TAX CREDIT BY YEAR										
SCHOOL	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
BMHS	\$ 75,369	\$ 74,048	\$ 78,279	\$ 92,302	\$ 89,045	\$ 99,812	\$ 95,948	\$ 92,667	\$ 99,430	\$ 108,670
BMMS	\$ 13,320	\$ 12,704	\$ 11,816	\$ 9,864	\$ 11,280	\$ 9,435	\$ 8,252	\$ 9,116	\$ 10,703	\$ 13,689
GHMS	\$ 28,946	\$ 20,828	\$ 22,654	\$ 80,434	\$ 33,146	\$ 45,219	\$ 21,763	\$ 27,164	\$ 28,746	\$ 39,634
CSES	\$ 19,219	\$ 28,833	\$ 20,347	\$ 23,122	\$ 15,664	\$ 19,344	\$ 18,086	\$ 13,009	\$ 18,915	\$ 19,113
GES	\$ 10,246	\$ 16,080	\$ 13,627	\$ 16,160	\$ 15,485	\$ 12,315	\$ 13,384	\$ 15,703	\$ 14,562	\$ 18,554
HES	\$ 12,608	\$ 10,288	\$ 11,825	\$ 12,174	\$ 13,960	\$ 13,795	\$ 14,096	\$ 34,760	\$ 37,805	\$ 12,445
LTS	\$ 31,171	\$ 26,230	\$ 20,103	\$ 20,113	\$ 17,838	\$ 23,291	\$ 56,552	\$ 25,475	\$ 20,976	\$ 25,380
LVES	\$ 11,920	\$ 10,823	\$ 47,084	\$ 10,238	\$ 7,930	\$ 10,073	\$ 7,204	\$ 9,222	\$ 11,106	\$ 15,034
MVES	\$ 9,831	\$ 42,523	\$ 13,980	\$ 13,531	\$ 14,143	\$ 9,225	\$ 16,211	\$ 17,590	\$ 17,440	\$ 14,660
TOTALS	\$ 212,630	\$ 242,356	\$ 239,717	\$ 277,938	\$ 218,491	\$ 242,508	\$ 251,496	\$ 244,706	\$ 259,683	\$ 267,179

# TAX CREDIT DONATION COMPARISONS 2017-2020

	2017				2018				2019				2020		
Site	# Donors	Contributions	Expenditures		# Donors	Contributions	Expenditures		# Donors	Contributions	Expenditures		# Donors	Contributions	Expenditures
BMHS	833	\$ 95,948	\$ 110,726		834	\$ 92,667	\$ 136,160		746	\$ 99,430	\$ 82,640		515	\$ 108,670	\$ 82,708
BMMS	127	\$ 8,252	\$ 9,345		29	\$ 9,116	\$ 14,823		62	\$ 10,703	\$ 10,613		51	\$ 13,689	\$ 6,210
CSES	93	\$ 18,086	\$ 25,511		90	\$ 13,009	\$ 33,488		78	\$ 18,915	\$ 25,441		164	\$ 39,634	\$ 5,099
GHMS	185	\$ 21,763	\$ 52,885		93	\$ 27,164	\$ 30,464		174	\$ 28,746	\$ 30,662		118	\$ 19,113	\$ 13,345
GES	148	\$ 13,384	\$ 22,897		116	\$ 15,703	\$ 21,115		80	\$ 14,562	\$ 14,625		38	\$ 18,554	\$ 8,458
HES	110	\$ 14,096	\$ 9,646		168	\$ 34,760	\$ 8,902		163	\$ 37,805	\$ 26,079		41	\$ 12,445	\$ 32,105
LTS	271	\$ 56,552	\$ 31,536		102	\$ 25,475	\$ 50,876		159	\$ 20,976	\$ 39,141		117	\$ 25,380	\$ 14,313
LVES	132	\$ 7,204	\$ 10,936		41	\$ 9,222	\$ 16,668		65	\$ 11,106	\$ 15,459		46	\$ 15,034	\$ 5,297
MVES	120	\$ 16,211	\$ 19,257		119	\$ 17,590	\$ 16,616		117	\$ 17,440	\$ 16,049		34	\$ 14,660	\$ 7,027
TOTALS	2,019	\$ 251,496	\$ 292,738		1,592	\$ 244,706	\$ 329,112		811	\$ 259,683	\$ 260,709		1,124	\$ 267,179	\$ 174,563

**CONSENT**

**Item 8H.**

**HUSD/PUSD IGA**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>8H</b>
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	March 9, 2021	Discuss
SUBJECT:	IGA between Humboldt Unified and Prescott Unified - sale of textbooks and consumables	Action Consent <input checked="" type="checkbox"/>
<hr/> OBJECTIVE: <hr/>		

### **SUPPORTING DATA**

The Humboldt Unified School District Special Services Office purchased materials from the SRA reading intervention program in the past. Currently, HUSD is not utilizing all of the materials it previously purchased. Prescott Unified Exceptional Student Services department expressed an interest in purchasing some of the materials HUSD currently owns but no longer needs. Prescott Unified has agreed to purchase the materials outlined in the IGA.

### **SUMMARY & RECOMMENDATION**

HUSD and PUSD will enter into this IGA to allow PUSD to purchase materials that HUSD no longer utilizes.

### **Sample Motion**

*I move to approve the IGA between Humboldt Unified School District and Prescott Unified School District.*

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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

## **Intergovernmental Agreement**

**Date:** March 9, 2021

**Parties:** Humboldt Unified School District No. 22, an Arizona unified school district ("HUSD");

and

Prescott Unified School District No. 1, an Arizona unified school district ("PUSD").

### **RECITALS:**

1. HUSD possesses textbooks and other learning materials (together referred to as "books") that it no longer has use for and wishes to sell to PUSD.

2. PUSD wishes to purchase from HUSD the textbooks and related learning materials that HUSD has available to sell.

3. HUSD and PUSD may enter into an intergovernmental agreement to sell and purchase goods or services and to take joint or cooperative action. See A.R.S. §11-952. The governing boards of the parties are authorized to enter into this intergovernmental agreement pursuant to A.R.S. §15-342(13).

### **AGREEMENT:**

HUSD and PUSD agree as follows:

1. HUSD will sell and convey to PUSD certain textbooks and other learning materials as itemized in a bill of sale which will be attached to this agreement as Exhibit 1.

2. PUSD will purchase from HUSD the books and learning materials conveyed to it by HUSD as specified in the bill of sale (Exhibit 1).

3. The books are sold to PUSD in "as is" condition. HUSD makes no representation or assurances concerning the condition of the books and learning. PUSD has had the opportunity to review the books and materials and accepts those books and materials in "as is" condition.

4. PUSD will pay HUSD for the books and learning materials in an amount to be set forth in the bill of sale attached hereto as Exhibit 1.

5. PUSD will pay HUSD for all books and learning materials no later than thirty (30) days after the date of receipt of the books and materials.

6. Miscellaneous Provisions.

6.1 **Governing Law.** This intergovernmental agreement's interpretation and performance are governed by Arizona law.

6.2 **No Waiver.** No action or failure to act by either HUSD or PUSD constitutes a waiver of any right or duty under this intergovernmental agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the agreement, unless HUSD and PUSD memorialize the waiver or approval in writing and sign it.

6.3 **Entire Agreement.** This intergovernmental agreement together with Exhibit 1 represents the entire, integrated agreement between HUSD and PUSD. The agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The agreement may be amended only by written instrument signed by HUSD and PUSD.

6.4 **Third Parties.** Nothing contained in this intergovernmental agreement creates a contractual relationship with or a cause of action in favor of a third party against HUSD or PUSD. This agreement is not intended to benefit any third party.

6.5 **Binding Effect.** HUSD and PUSD each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this intergovernmental agreement's covenants, terms, and conditions.

6.6 **Notices.** All notices under this intergovernmental agreement must be in writing and sent to the superintendent. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission or electronic transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.

6.7 **Severability.** If any provision(s) of this intergovernmental agreement is/are invalid, illegal, or unenforceable for any reason, all other agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

6.8 **Conflict of Interest.** In accordance with A.R.S. § 38-511, either party may cancel this agreement for a prohibited conflict of interest.

6.9 **Counsel's Review and Approval.** HUSD and PUSD will consult their attorneys for the purposes of reviewing and approving this intergovernmental agreement as to form. Both parties waive any and all conflict of interest arising out of possible joint representation of HUSD and PUSD in reviewing and approving this agreement. If a future dispute relating to this agreement arises between the parties, the shared attorney may not represent either party, and both parties may retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.




Dated \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Counsel for HUSD

Dated MARCH 2, 2021

Approved as to form:

  
Counsel for PUSD

**HUSD:**

Humboldt Unified School District No. 22

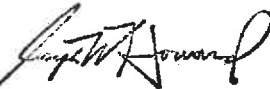
By \_\_\_\_\_

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

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

**PUSD:**

Prescott Unified School District No. 1

By: 

Name: JOSEPH W. HOWARD

Title: SUPERINTENDENT

## BILL OF SALE

(Exhibit 1 to Intergovernmental Agreement)

For and in consideration of the sum of one hundred and eleven dollars and forty four cents. (\$ 111.44) paid and for good and valuable consideration, the receipt of which is hereby acknowledged, Humboldt Unified School District No. 22, ("HUSD") ("Seller") sells, transfers, and assigns to Prescott Unified School District No. 1 ("PUSD") ("Buyer"), books and other learning materials described more specifically in Exhibit A attached to this Bill of Sale.

Seller warrants that it is the owner of the above described property, warrants good and marketable title to it, and warrants that the property is unencumbered as of the date of this bill of sale. Seller sells and conveys the property to Buyer in "as is" condition without other warranties or assurances.

Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the property or have someone else inspect it on its behalf, to the extent that Buyer deems necessary and appropriate, to determine the condition of the property. Buyer further acknowledges and agrees that Buyer is purchasing the property "as is" without any representations by Seller or their agents, either express or implied, as to the condition of the property.

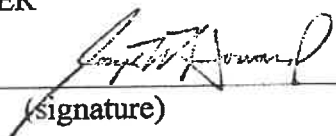
Executed this 9th day of March, 2021.

SELLER

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

BUYER

  
\_\_\_\_\_  
(signature)

JOSEPH W. HOWARD, SUPERINTENDENT  
(print name)

## **EXHIBIT A**

7 - Connecting Math Concepts, **Level A, workbook 1 (red)** - (7.84 each)

7 - Connecting Math Concepts, **Level C, workbook 1 (green)** - (8.08 each)

Total Cost: \$111.44



**CONSENT**

**Item 8I.**

**Title I Summer School**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8J
FROM:	Dr. Rob Bueche, Executive Director of Educational Services & Federal Programs	Reading
DATE:	March 9, 2021	Discuss
SUBJECT:	Title I Summer School	Action
		Consent X

---

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

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### **SUPPORTING DATA:**

Humboldt Unified School District administration would like to offer a district-wide Title I Summer School to help identify students with reading deficiencies and address their needs through supplemental reading instruction. As per federal regulations, Humboldt Unified School District can offer a summer school program offered at the elementary schools. Identification of student eligibility will be based on Galileo benchmark assessment data, DIBELS benchmark assessment data, and teacher recommendation. Class sizes will be a maximum of 22 students. Summer school dates will run from Monday, June 7th - Thursday, July 1st - (four weeks, four days per week) from 8:30 am - 12:30 pm. The allocation that has been set aside through the Title I grant is \$69,500. This amount will cover all expenditures related to the complete funding of Title I Summer School.

Administration is planning to hire:

- 1 Summer School Coordinator
- 13 Teachers
- 13 Teacher Aides
- 1 Administrative/Attendance/Receptionist Secretary
- 1 Data Assessment Coordinator (10 days)
- 5 Bus Drivers

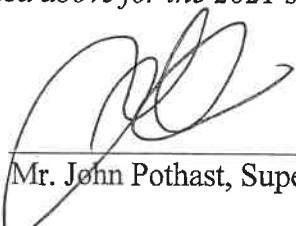
### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that the Governing Board approve the District Title I Summer School.

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

*I move to approve Title I Summer School as presented above for the 2021 summer school session.*

Approved for transmittal to the Governing Board:

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

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

**CONSENT**

**Item 8J.**

**Social Worker Position**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 85  
FROM: Dr. Rob Bueche, Executive Director of Educational Services & Federal Programs Reading  
DATE: March 9, 2021 Discuss  
SUBJECT: Approval of Social Worker Position Action  
Consent X

---

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

---

### **SUPPORTING DATA:**

In December 2019, Humboldt Unified School District was informed that it was awarded the Arizona Department of Education School Safety Program Expansion grant. The intent of the School Safety Program is to place School Resource Officers (SRO) or Juvenile Probation Officers (JPO), School Counselors and/or School Social Workers on school grounds to contribute to safe school environments that are conducive to teaching and learning. In the spring of 2019, the Arizona Legislature passed HB 2749/ARS 15-154. This expanded the scope of the School Safety Program to include school counselors and school social workers as an additional component under the program.

In March 2021, Humboldt Unified School District received an additional award of a School Social Worker to be assigned to Glassford Hill Middle School for a period of two school years, commencing with the 2021-2022 school year and ending at the conclusion of the 2022-2023 school year. The provision is that Humboldt Unified School District must have the position filled by May 28, 2021.

In order to proceed, the Humboldt Unified School District is required to approve the addition of the School Social Worker position as a grant-funded position. Once this process is completed, the Humboldt Unified School District will begin the process of recruitment and hiring for the position, which will include members of the Glassford Hill Middle School leadership and staff, as well as District and community representation.

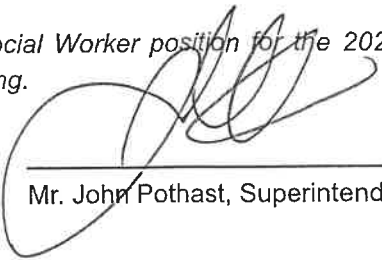
### **SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the additional School Social Worker position as a grant-funded position. This position is contingent on the availability of grant funding.

### **Sample Motion:**

*I move to approve the grant-funded School Social Worker position for the 2021-2022 and 2022-2023 school years, contingent on available grant funding.*

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.

Gifts and Donations

## **GIFTS & DONATIONS –March 9, 2021**

Marc Brown

Donated a 29" Vizio Computer Monitor to the HUSD IT Department

With a donor's value of \$100.00

Canyon State Bus Sales

Donated Banners for the HUSD Transportation

With a donor's value of \$400.00

Prescott Valley Ace Hardware

Donated to the BMHS Student Council

With a donor's value of \$500.00

Connie & Terry Brice

Donated 2 bags of clothing and shoes to the Family Resource Center

With a donor's value of \$75.00

# DISCUSSION

## Item 9A.

### GHMS School Update

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>9A</b>
FROM:	Beth Denman, Glassford Hill Middle School Principal	Reading
DATE:	March 9, 2021	Discuss X
SUBJECT:	Glassford Hill Middle School Board Update	Action
		Consent

---

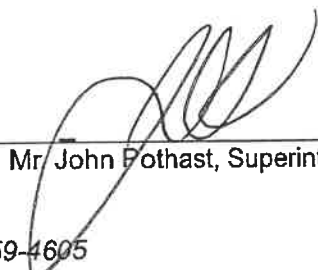
OBJECTIVE: To share the successes on campus at Glassford Hill Middle School

---

Principal Beth Denman will give an update of current events at Glassford Hill Middle School including:

- Capturing Kids Hearts
- Success for the 2020-2021 school year
- Schoolwide focus: Project based learning and SEL

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Beth Denman, 759-4605

# DISCUSSION

## Item 9B.

### HUSD Pandemic Preparedness

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:	Humboldt Unified School District Governing Board	Item # <b>9B</b>
FROM:	John Pothast, Superintendent	Reading
DATE:	Tuesday, March 9, 2021	Discuss <input checked="" type="checkbox"/> X
SUBJECT:	Pandemic Preparedness Plan	Action
		Consent

---

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

---

**SUPPORTING DATA:**

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

**SUMMARY & RECOMMENDATION:**

**Sample Motion:**

N/A

Approved for transmittal to the Governing Board: \_\_\_\_\_

Mr. John Pothast, Superintendent

Questions should be directed to: John Pothast, Superintendent (928)759-5007

# DISCUSSION

## Item 9C.

### Auditor General Report

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>9C</b>
FROM:	John Pothast, Superintendent	Reading
DATE:	Tuesday, March 9, 2021	Discuss X
SUBJECT:	Auditor General Report	Action
		Consent

---

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

---

### **SUPPORTING DATA:**

The Arizona Office of the Auditor General provides independent and impartial information and specific recommendations to improve the operations of State and local government entities. To this end, the Office provides financial audits and accounting services to the State and political subdivisions, investigates possible misuse of public monies, and conducts performance audits and special reviews of school districts, State agencies, and the programs they administer.

At the beginning of March the *Arizona School District Spending, Fiscal Year 2020* report was provided to the governor and each school district from around the state of Arizona. This report is prepared in response to the Arizona Revised Statute §41-1279.03 requirement to determine the percentage of every dollar Arizona school districts spend in the classroom. The report analyzes instructional spending as well as non-instructional spending, which includes administration, plant operations, food service, transportation, student support, and instructional support. Additionally, an analyses of nonoperational spending, which includes the acquisition of capital assets, interest, and programs outside the scope of preschool through grade 12 education is provided. The report contains a 1-page summary for each district and the State showing individual performance on various financial and student measures.

In fiscal year 2020, The Humboldt Unified School District once again outperformed peer districts and the state average in student achievement, operational efficiencies, and transportation efficiencies. Additionally, the district has performed much more efficiently than peer districts and state averages on administrative spending as the Humboldt USD spends roughly 14% less than the state average in this area. Operating with efficiency has allowed the district to use more of its available resources for instructional purposes outpacing peer districts in this area, ranking around the 85<sup>th</sup> percentile. These efficiencies are especially important for Humboldt because total per pupil spending is one of the lowest in the state (historically around the 6<sup>th</sup> percentile) coming in at \$1,812 less than the state average.

### **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: John Pothast, Superintendent (928)759-5007



# Humboldt Unified School District

Yavapai County

Peer group(s): Operational 3 and Transportation 4<sup>1</sup>

Legislative district(s): 1

District location: Suburb

Number of schools: 9

Graduation rate (2019): 84%

Students attending; Size:

5,326; Medium-large

5-year change in students attending:

4% decrease

Special education population:

12%

English learner population:

4%

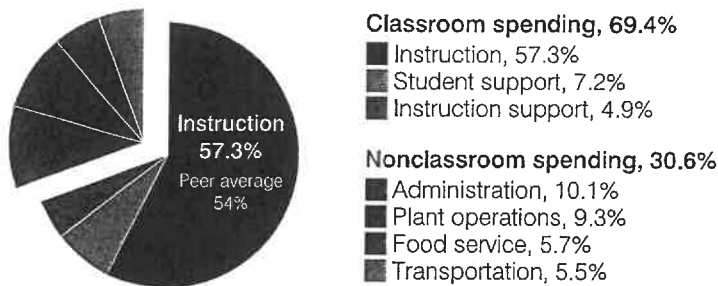
Poverty rate (2019):

15%

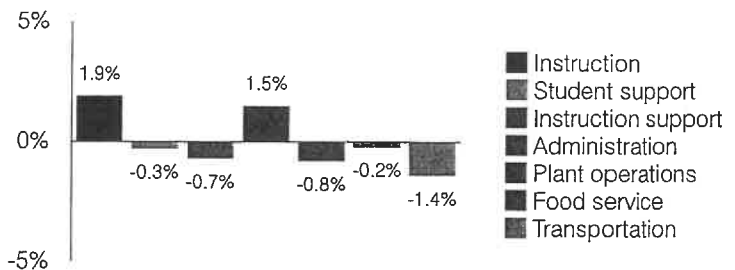
Free/reduced meal eligibility:

52%

## Spending by operational area



## Percentage point change in spending by operational area (fiscal year 2015 versus 2020)



## Operational measures relative to peer averages

Operational area	Measure	District	Peer average	State average	
Administration	Cost per pupil	\$845	\$937	\$936	
	Students per administrative position	74	65	65	
Plant operations	Cost per square foot	\$5.08	\$6.03	\$6.55	
	Square footage per student	154	164	160	
Food service	Cost per meal	\$3.86	\$3.64	\$3.46	
Transportation	Cost per mile	\$3.80	\$4.22	\$4.28	
	Cost per rider	\$1,194	\$1,471	\$1,370	
Very low		Low	Comparable	High	Very high

## Lowest, highest, and 2 most recent fiscal years' instructional spending percentages between 2001 and 2020

Lowest	Highest	Most recent years	
2017	2007	2019	2020
54.7%	61.8%	57.1%	57.3%

## COVID-19 federal relief grant spending

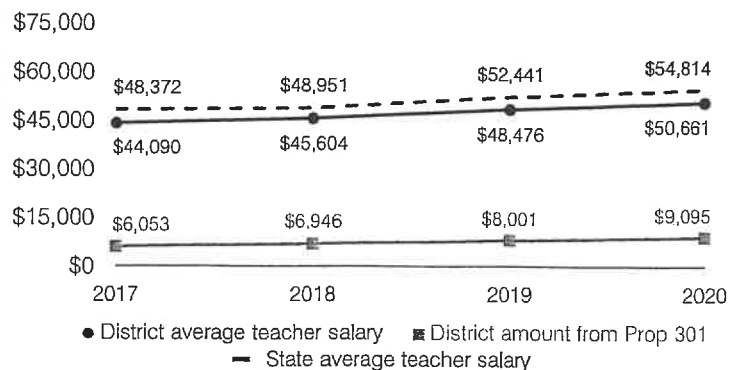
	District	Peer average
Total federal relief grant spending	\$ 0	\$ 49,386
Per pupil federal relief grant spending	\$ 0	\$ 10

Districts can use COVID-19 federal relief grants from March 2020 through September 2022. Amounts above were used by June 30, 2020.

## Per pupil spending by area

Area	District		Peer average	State average
	2019	2020	2020	2020
<b>Classroom spending</b>				
Instruction	\$ 4,660	\$ 4,809	\$ 4,606	\$ 5,016
Student support	580	603	805	796
Instruction support	459	414	374	513
<b>Nonclassroom spending</b>				
Administration	778	845	937	936
Plant operations	726	783	1,034	1,048
Food service	469	474	340	432
Transportation	491	458	450	395
<b>Total operational</b>	<b>8,163</b>	<b>8,386</b>	<b>8,546</b>	<b>9,136</b>
Land and buildings	99	186	779	1,053
Equipment	241	490	519	533
Interest	268	243	284	273
Other	55	53	160	175
<b>Total nonoperational</b>	<b>663</b>	<b>972</b>	<b>1,742</b>	<b>2,034</b>
<b>Total per pupil spending</b>	<b>\$ 8,826</b>	<b>\$ 9,358</b>	<b>\$10,288</b>	<b>\$11,170</b>

## Average teacher salary and other measures



Measure	2017	2018	2019	2020
Students per teacher	19.0	19.4	17.4	17.9
Average years of teacher experience	10.0	10.0	9.6	11.4
Percentage of teachers in first 3 years	18%	14%	17%	10%

See Appendix A for information, such as districts included in each peer group, and Appendix C for sources and methodology.



# ACTION

## Item 10A.

Suspension/Repeal of Policy IC

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10A
FROM:	John Pothast, Superintendent	Reading
DATE:	Tuesday, March 9, 2021	Discuss
SUBJECT:	Suspension/Repeal of Policy	Action X
		Consent

---

OBJECTIVE: Board Governance

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### **SUPPORTING DATA:**

Governing Board Policy BGF – Suspension / Repeal of Policy allows policy to be temporarily or permanently suspended by a majority vote of Board members.

In regards to recent school closures, the Governing Board will discuss and possibly act to temporarily suspend Policy ID – School Year.

Both referenced policies are attached.

### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that Policy IC – School Year be temporarily suspended and reinstated at a future Governing Board meeting.

### **Sample Motion:**

*I move to temporarily suspend Policy IC – School Year.*

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: John Pothast, Superintendent (928)759-5007

# ACTION

## Item 10B.

Transwestern Union Pipeline

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <i>103</i>
FROM:	Roger Studley	Reading
DATE:	March 09, 2021	Discuss
SUBJECT:	15-915 Correction to State Aid	Action X Consent

---

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

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### SUMMARY & RECOMMENDATION:

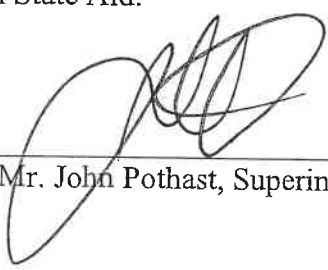
The 15-915 letter is the process to request ADE to change some part of a budget that may have been miscalculated or some other parameter changed.

This letter is to draw attention to the 15-915 process, and to request ADE recalculate our state aid after the reduction of assessed value of the Transwestern pipeline litigation. State equalization is formula driven in a direct relationship to assessed values. Since our assessed value went down, our state aid will go up.

### SUGGESTED MOTION:

I move to approve the submittal of this authorization and certification of request letter in support of the 15-915 recalculation of Equalization State Aid.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

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

**Humboldt Unified School District No. 22 of Yavapai County**  
**6411 N Robert Rd**  
**Prescott Valley, AZ 86314**  
**928.759.4000**  
**arthur.studley@humboldtunified.com**

March 9, 2021

Via e-mail to Kathy.Hoffman@azed.gov

Arizona Department of Education  
Kathy Hoffman, Superintendent of Public Instruction  
1535 West Jefferson Street  
Phoenix, AZ 85007

Via e-mail to SchoolFinance@azed.gov

Arizona Department of Education  
School Finance Division  
1535 West Jefferson Street  
Phoenix, AZ 85007

Re: Transwestern Pipeline Litigation, Request for Recalculation of State Aid, Pursuant to A.R.S. § 15-915(B)

Dear Ms. Hoffman and To Whom It May Concern in School Finance Division:

Our school district has been notified by the State of Arizona and our County, that through no fault of our own, our school district is being required to refund revenue previously received and/or budgeted due to excessive valuations for tax years 2016, 2017, 2018, 2019, and 2020 by the Arizona Department of Revenue for the Transwestern Pipeline that operates within our school district boundaries, as entered by a court Judgment pursuant to A.R.S. §§ 42-16213, 42-16214, and 42-16215.

The refund and reduced revenue that we have been ordered to pay for tax years 2016, 2017, 2018, 2019, and 2020 are included in the attached spreadsheet totaling \$ 169,882.98. These tax dollars have been spent and are no longer within our control.

With this letter and school district Governing Board action as evidenced by the Authorization and Certification of Request below, our school district is requesting a "Recalculation of State Aid" for budget limit errors due to a change in assessed valuation of the Transwestern Pipeline that occurred as the result of a judgment in accordance with A.R.S. § 42-16213, as outlined in A.R.S. § 15-915(B). Therefore, our school district is requesting a recalculation of state aid and reimbursement of funds according to the state funding formula.

We greatly appreciate your assistance in this matter. Thank you.

Attachments: Letter from Yavapai County Attorney's Office dated October 20, 2020, with litigation estimates  
Spreadsheet showing the judgment amounts (with interest)

**-Authorization and Certification of Request-**

The Governing Board of Humboldt Unified School District No. 22, at a duly called meeting, held on March 9, 2021, hereby voted in the affirmative by a unanimous vote to "Respectfully Request that the Superintendent of Public Instruction direct the staff of the Arizona Department of Education for a "recalculation of state aid for our school district as a result of the Transwestern Pipeline litigation and judgment and provide the appropriate reimbursement as outlined in A.R.S. 15-915(B)."

Board President \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

A copy of the Governing Board Minutes for this action may be obtained from our website.

Transwestern Pipeline Refunds Due

Authority Number	Authority Name	2016 Principal Refund	Interest Applicable only for tax year 2016	2017 Principal Refund	Interest Applicable only for tax year 2017	2018 Principal Refund	Interest Applicable only for tax year 2018	2019 Principal Refund	Interest Applicable only for tax year 2019	2020 Principle Refund	Interest Applicable only for tax year 2020	Total Principal	*Total Interest**	Grand Total
2000	YAVAPAI COUNTY	\$ 183,557.31	\$ 34,491.27	\$ 166,991.05	\$ 26,076.24	\$ 88,903.42	\$ 9,350.96	\$ 165,119.51	\$ 7,766.56	\$ 160,032.02	\$ -	\$ 764,603.31	\$ 77,685.03	\$ 842,288.34
2001	SCHOOL EQUALIZATION	\$ 48,332.48	\$ 9,091.90	\$ 44,255.54	\$ 6,910.66	\$ 23,695.26	\$ 2,492.29	\$ 37,412.46	\$ 1,759.73	\$ 36,785.34	\$ -	\$ 190,481.08	\$ 20,244.58	\$ 210,725.66
5050	CANON ELEM.S.D.#50	\$ 44,807.50	\$ 8,419.54	\$ 41,919.81	\$ 6,545.93	\$ 18,021.14	\$ 1,895.48	\$ 28,297.98	\$ 1,331.02	\$ 26,062.37	\$ -	\$ 159,108.80	\$ 18,191.97	\$ 177,300.77
7022	HUMBOLDT UNIFIED S.D.#22	\$ 39,109.69	\$ 7,348.89	\$ 36,141.57	\$ 5,643.63	\$ 18,988.11	\$ 1,997.19	\$ 29,915.30	\$ 1,407.10	\$ 29,331.50	\$ -	\$ 153,486.17	\$ 16,396.81	\$ 169,882.98
7031	ASHFORK UNIFIED S.D.#31	\$ 251,604.85	\$ 47,277.71	\$ 272,233.90	\$ 42,510.29	\$ 152,340.79	\$ 16,023.38	\$ 247,179.52	\$ 11,626.33	\$ 223,074.72	\$ -	\$ 1,146,433.78	\$ 117,437.71	\$ 1,263,871.49
7040	SELIGMAN UNIFIED S.D.#40	\$ 216,135.16	\$ 40,612.79	\$ 203,384.38	\$ 31,759.19	\$ 110,956.84	\$ 11,670.57	\$ 181,733.86	\$ 8,548.03	\$ 184,340.02	\$ -	\$ 896,550.26	\$ 92,590.58	\$ 989,140.84
7043	MAYER UNIFIED S.D.#43	\$ 42,367.82	\$ 7,961.11	\$ 39,923.85	\$ 6,234.25	\$ 21,302.36	\$ 2,240.61	\$ 32,738.56	\$ 1,539.89	\$ 31,472.34	\$ -	\$ 167,804.93	\$ 17,975.86	\$ 185,780.79
7051	CHINO VALLEY UNIFIED S.D.#51	\$ 44,441.68	\$ 8,350.80	\$ 39,973.62	\$ 6,242.02	\$ 21,229.47	\$ 2,232.94	\$ 33,302.73	\$ 1,566.43	\$ 32,675.45	\$ -	\$ 171,622.95	\$ 18,392.19	\$ 190,015.14
8150	YAVAPAI COMMUNITY COLLEGE	\$ 177,884.69	\$ 33,425.35	\$ 161,834.71	\$ 25,271.06	\$ 87,883.84	\$ 9,243.72	\$ 138,334.32	\$ 6,506.69	\$ 134,067.84	\$ -	\$ 700,005.40	\$ 74,446.83	\$ 774,452.23
11203	CENTRAL YAVAPAI F.D.	\$ 21,435.26	\$ 4,027.78	\$ 20,352.38	\$ 3,178.10	\$ 11,200.40	\$ 1,178.07	\$ 18,335.07	\$ 862.41	\$ 18,566.12	\$ -	\$ 89,889.23	\$ 9,246.36	\$ 99,135.59
11215	MAYER F.D.	\$ 16,800.94	\$ 3,156.97	\$ 15,805.12	\$ 2,468.03	\$ 8,556.79	\$ 900.01	\$ 14,008.58	\$ 658.91	\$ 14,158.50	\$ -	\$ 69,329.93	\$ 7,183.92	\$ 76,513.85
11220	BLACK CANYON FIRE DIST.	\$ 25,059.07	\$ 4,708.71	\$ 24,045.57	\$ 3,754.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,104.64	\$ 8,463.52	\$ 57,568.16
11225	DAISY MOUNTAIN FIRE DIST	\$ -	\$ -	\$ -	\$ -	\$ 12,261.96	\$ 1,289.73	\$ 20,011.20	\$ 941.25	\$ 20,294.69	\$ -	\$ 52,567.85	\$ 2,230.97	\$ 54,798.82
14900	FIRE DIST. ASSIST. FUND	\$ 9,647.20	\$ 1,812.75	\$ 9,078.07	\$ 1,417.57	\$ 4,997.94	\$ 525.69	\$ 8,193.70	\$ 385.40	\$ 7,787.61	\$ -	\$ 39,704.52	\$ 4,141.41	\$ 43,845.93
15001	YAVAPAI CTY. LIBRARY DISTRICT	\$ 18,397.22	\$ 3,456.92	\$ 16,476.71	\$ 2,572.90	\$ 8,596.48	\$ 904.19	\$ 13,527.80	\$ 636.29	\$ 13,106.78	\$ -	\$ 70,104.99	\$ 7,570.30	\$ 77,675.29
30001	YAVAPAI FLOOD CONTROL DISTRICT	\$ 0.59	\$ 0.11	\$ 0.66	\$ 0.10	\$ 0.34	\$ 0.04	\$ 2.15	\$ 0.10	\$ 2.04	\$ -	\$ 5.78	\$ 0.35	\$ 6.13
57022	MOUNTAIN INSTITUTE JTED	\$ 4,481.97	\$ 842.18	\$ 4,217.58	\$ 658.59	\$ 2,323.60	\$ 244.40	\$ 3,809.61	\$ 179.19	\$ 3,864.25	\$ -	\$ 18,697.01	\$ 1,924.36	\$ 20,621.37
57043	SECONDARY UDH22	\$ 9,005.81	\$ 1,692.23	\$ 8,171.53	\$ 1,276.01	\$ 3,988.86	\$ 419.55	\$ 6,596.88	\$ 310.29	\$ 6,542.13	\$ -	\$ 34,305.21	\$ 3,698.09	\$ 38,003.30
57043	SECONDARY UDH43	\$ 3,829.94	\$ 719.66	\$ 3,831.82	\$ 598.35	\$ 1,978.82	\$ 208.13	\$ 3,124.83	\$ 146.98	\$ 3,147.11	\$ -	\$ 15,912.52	\$ 1,673.13	\$ 17,585.65
58150	SECONDARY YAVAPAI COMMUNITY CO	\$ 20,471.35	\$ 3,846.66	\$ 18,165.24	\$ 2,836.57	\$ 9,456.10	\$ 994.60	\$ 12,495.39	\$ 587.73	\$ 6,316.50	\$ -	\$ 66,904.58	\$ 8,265.56	\$ 75,170.14
Total		\$ 1,177,370.53	\$ 221,233.36	\$ 1,126,803.11	\$ 175,954.29	\$ 606,682.52	\$ 63,811.56	\$ 994,139.45	\$ 46,760.33	\$ 951,627.33	\$ -	\$ 4,856,622.94	\$ 507,759.54	\$ 5,364,382.48

\*Accrued Interest capitalized annually on January 1

\*\*Interest rates adjusted quarterly per DOR Interest Rate Table

2016 Principle & Interest	2016 Principle & Interest	2016 Principle & Interest	2018 Principle & Interest	2019 Principle & Interest	2019 Principle & Interest
\$ 1,398,603.89	\$ 1,302,757.40	\$ 670,494.08	\$ 1,040,899.78	951,627.33	



# ACTION

## Item 10C.

Refinancing HUSD Bonds

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>W6</b>
FROM:	Roger Studley	Reading
DATE:	March 09, 2021	Discuss
SUBJECT:	Presentation and Resolution to Refinance Bonds	Action <b>X</b>
		Consent
<hr/>		
OBJECTIVE:	Goal #2 – To Focus on Planning for Future Student Needs	
<hr/>		

### **SUPPORTING DATA**

Stifel will give a presentation on the process and advantages of refinancing our bonds.

After the presentation there is a Resolution to adopt that will start the process of the bond refinance. The full resolution is attached as #1

#### **Attachments:**

- 0 – General Information for the Board
- 1 – Full Resolution
- 2 – Purchase Agreement
- 3 – Preliminary Official Statement (Pay particular attention)
- 4 – Tax Compliance
- 5 – Continuing Disclosures

### **SAMPLE MOTION**

I move to adopt the Resolution provided for all matters relating to the sale and issuance of refunding bonds of the district, including delegation to the Superintendent and Business Manager of the district to determine certain matters related thereto.

Approved for transmittal to the Governing Board: \_\_\_\_\_

Mr. John Pothast, Superintendent

*Questions should be directed to: Roger Studley, CFO at 759-4027*

RESOLUTION (1) PROVIDING FOR THE SALE AND ISSUANCE OF HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA REFUNDING BONDS, IN ONE OR MORE SERIES, AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF SUCH BONDS; (2) DELEGATING AUTHORITY TO THE SUPERINTENDENT AND THE BUSINESS MANAGER OF THE DISTRICT TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (3) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF SUCH BONDS; (4) ADOPTING CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE DISTRICT; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, the Governing Board (this "Board") of Humboldt Unified School District No. 22 of Yavapai County, Arizona (the "District"), has determined that it is expedient to refund certain school improvement bonds and/or refunding bonds of the District (collectively, the "Bonds Being Refunded") and that the sale and issuance of certain refunding bonds by the District (the "Bonds") and the application of the net proceeds thereof to pay at maturity or earlier redemption the Bonds Being Refunded are necessary and advisable and in the best interests of the District and shall result in a present value debt service savings, net of all costs associated with the Bonds, of not less than three percent (3%) of the principal amount of the Bonds Being Refunded; and

WHEREAS, the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded; and

WHEREAS, this Board will receive (i) a proposal from Stifel, Nicolaus & Company, Incorporated ("Stifel"), serving in the capacity of and designated as the underwriter (the "Underwriter") and not acting as a municipal advisor as defined in the "Registration of Municipal Advisors" rule promulgated by the United States Securities and Exchange Commission (the "MA Rule"), and has determined that all or a portion of the Bonds should be sold through negotiation to the Underwriter pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C005-1718 (the "SAVE Contract"); and (ii) a proposal from Stifel, serving in the capacity of and designated as the placement agent (the "Placement Agent") and not acting as a municipal advisor as defined in the MA Rule, and has

determined that all or a portion of the Bonds should be placed by the Placement Agent pursuant to the SAVE Contract; and

WHEREAS, pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"), issuers of obligations, the interest on which is intended to be excludable from the gross income of the owners thereof for federal income tax purposes (the "Tax-Exempt Obligations"), are required to establish policies and procedures to ensure compliance with the applicable provisions of the Code and the Regulations; and

WHEREAS, it is determined that procedures should be adopted in order to ensure that Tax-Exempt Obligations issued by the District comply with the provisions of the Code and the Regulations (the "Tax Compliance Procedures"); and

WHEREAS, pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to reasonably determine that issuers have entered into written undertakings to make ongoing disclosure in connection with offerings of obligations to investors subject to the Rule; and

WHEREAS, it is determined that procedures should be adopted in order to document practices and describe various procedures for preparing and disseminating such ongoing disclosure for the benefit of the holders of the District's obligations and to assist the Participating Underwriters in complying with the Rule and such written undertakings (together with the Tax Compliance Procedures, the "Procedures"); and

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Authorization. There is hereby authorized to be sold and issued one or more series of bonds of the District in the total aggregate principal amount of not to exceed \$20,000,000, to be designated as provided in this Resolution, all in accordance with this Resolution and applicable law.

Section 2. Terms.

(A) The Superintendent and the Business Manager of the District (together, the "Authorized Representatives") are hereby authorized and directed to determine on behalf of the District: (1) the series name and designation of each series of the Bonds; (2) whether interest on each series of the Bonds will be excluded from gross income for federal income tax purposes and whether any series of the Bonds can be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code; (3) the dated date and total principal amounts of each series of the Bonds (but not to exceed \$20,000,000 total aggregate principal amount for all series of the Bonds); (4) the final principal and maturity schedules of each series of the Bonds (but none of the Bonds to mature later than July 1, 2028); (5) the interest rate on each maturity of the Bonds and the dates for payment of such interest (the

“interest payment dates”); (6) the provisions for redemption in advance of maturity of each series of the Bonds; (7) which of the Bonds, if any, will be sold pursuant to the hereinafter defined Bond Purchase Agreement (referred to herein as the “Publicly Sold Bonds”), and which of the Bonds, if any, will be placed pursuant to the hereinafter defined Placement Agent Agreement (referred to herein as the “Privately Placed Bonds”); (8) if any of the Bonds are placed pursuant to the Placement Agent Agreement, the entity or entities with which the Bonds will be placed (collectively, the “Purchasers”); (9) the sales price and terms of the Bonds (including for underwriter’s compensation, placement agent compensation, original issue discount and original issue premium); and (10) the provision for credit enhancement, if any, for the Bonds upon the advice of the Underwriter; provided, however, that such determinations must result in a present value debt service savings, net of all costs associated with the Bonds, of not less than three percent (3%) of the principal amount of the Bonds Being Refunded.

(B) (1) The Publicly Sold Bonds shall be issued in the denomination of \$5,000 of principal amount or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Publicly Sold Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) The Publicly Sold Bonds shall bear interest at the respective rates from their date to the maturity or prior redemption of each Publicly Sold Bond, payable commencing on the first interest payment date. Interest on the Publicly Sold Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the fifteenth (15th) day of the month next preceding that interest payment date (the “regular record date”). Any such interest on a Publicly Sold Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Publicly Sold Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Publicly Sold Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Publicly Sold Bonds not less than ten (10) days prior thereto.

(4) The principal of, and premium, if any, and interest on, the Publicly Sold Bonds shall be payable in lawful money of the United States of America.

(C) (1) Except as provided on a more restrictive basis in the definitive form of the Privately Placed Bonds, the Privately Placed Bonds shall be issued in the denomination of \$100,000 of principal amount or integral multiples of \$5,000 in excess thereof and only in fully registered form. Privately Placed Bonds may be in denominations of less than \$100,000 if necessary to accommodate redemption.

(2) Except as provided in the definitive form of the Privately Placed Bonds, the principal of and premium, if any, on the Privately Placed Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent or, if provided in the definitive form of the Privately Placed Bonds, at the main administrative office of the District.

(3) The Privately Placed Bonds shall bear interest at the respective rates from their date to the maturity or prior redemption of each Privately Placed Bond, payable commencing on the first interest payment date. Except as provided in the definitive form of the Privately Placed Bonds, interest on the Privately Placed Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof, as shown, if applicable, on the registration books maintained, if necessary, by the Bond Registrar and Paying Agent at the address appearing therein, if applicable, at the close of business on the fifteenth (15th) day of the month next preceding that interest payment date (the "regular record date"). Any such interest on a Privately Placed Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Privately Placed Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Privately Placed Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Privately Placed Bonds not less than ten (10) days prior thereto.

(4) The principal of, and premium, if any, and interest on, the Privately Placed Bonds shall be payable in lawful money of the United States of America.

### Section 3. Prior Redemption; Defeasance.

(A) (1) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to give properly such notice of redemption shall not affect the redemption of any Bond for which notice was given properly. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(2) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(3) The District may redeem, and the Bond Registrar and Paying Agent shall select, by lot in such manner as the Bond Registrar and Paying Agent may determine, any amount which is included in a Bond in the denomination in excess of, but divisible by, \$5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

(B) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District: (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption; and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the District has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

#### Section 4. Security.

(A) For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected; provided, however, that the total aggregate of taxes levied to pay principal and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. Subject to such limitation, taxes in an amount sufficient to pay the interest on all of the Bonds then outstanding, the installments of the principal of the Bonds becoming due and payable in the ensuing year, and the annual portion of such sinking fund as may be set up for retirement of the Bonds, shall be levied, assessed and collected as other taxes of the District. The proceeds of such taxes shall be kept in a special fund designated the "Debt Service Fund" of the District and shall be used only for the payment of principal, interest, premium, if any, or costs as above-stated.

(B) As provided in Section 5(A) hereof, the net proceeds of the sale of the Bonds shall be deposited in the hereinafter defined Trust or invested in obligations issued by or guaranteed by the United States government ("Government Obligations"), so long as such

Government Obligations shall mature with interest so as to provide funds to pay at maturity or upon earlier redemption the Bonds Being Refunded together with interest thereon and redemption premiums, if any, and such proceeds or Government Obligations shall, and other funds legally available for such purposes may, be deposited in respective principal and interest redemption funds and shall be held in trust (the "Trust") for the payment of the Bonds Being Refunded with interest and redemption premiums, if any, at maturity or upon redemption. The owners of the Bonds shall rely upon the sufficiency of the funds or Government Obligations held in the Trust for the payment of the Bonds Being Refunded. The issuance of the Bonds shall in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal and interest on the Bonds Being Refunded if the investments in the Trust prove insufficient.

(C) (1) The Treasurer of Yavapai County, Arizona (the "County Treasurer"), is hereby requested to enter into, if necessary, a standard form of agreement (the "Escrow Trust Agreement") with a national banking association authorized to do trust business in the State of Arizona appointed by the Authorized Representatives, with respect to the safekeeping and handling of moneys and Government Obligations to be held in the Trust for the payment of the Bonds Being Refunded, with such additions, deletions and modifications as shall be approved by the County Treasurer, and such execution and delivery shall constitute conclusive evidence of the approval of such officer of any departures from such form.

(2) This Board hereby orders that the Bonds Being Refunded be redeemed on the respective redemption dates determined as provided in Section 2(A) hereof. All actions to refund the Bonds Being Refunded whether taken before or after adoption of this Resolution are ratified, confirmed and approved, as applicable.

#### Section 5. Use of Proceeds.

(A) The net proceeds of the sale of the Bonds shall be applied, along with the moneys to be transferred from the interest and redemption funds for the Bonds Being Refunded over and above amounts needed to make payments on such bonds on or before the first day of the fiscal year next preceding, to create the Trust which shall be an irrevocable trust for the benefit of the owners of the Bonds related thereto. As provided in Section 4(B) hereof, amounts credited to the Trust may be invested immediately in Government Obligations, the maturing principal of and interest on which, together with any beginning cash balance, are to be sufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded as the same become due.

(B) Any balance of the net proceeds of the Bonds remaining after creation of the Trust shall be transferred to the Debt Service Fund for the Bonds.

#### Section 6. Form of Bonds.

(A) Pursuant to Section 35-491, Arizona Revised Statutes, a fully registered bond form is adopted as an alternative to the form of bond provided in Section 15-1023, Arizona Revised Statutes. The Publicly Sold Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in



Exhibit A attached hereto. The Privately Placed Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in Exhibit B attached hereto; provided, however, that the Authorized Representatives may provide for changes in the definitive form of the Privately Placed Bonds initially delivered to the Purchasers as necessary for the purposes hereof. Each of such forms complies with the provisions of Section 35491, Arizona Revised Statutes. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(B) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(C) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of this Board and approval of Bond Counsel to the District.

#### Section 7. Execution of Bonds and Other Documents.

(A) (1) The Bonds shall be executed for and on behalf of the District by the President or any other member of this Board (other than the below-referenced Clerk of this Board), countersigned by the County Treasurer and attested by the Clerk of this Board. (The acting clerk or, if none, the Vice President of this Board is hereby appointed as such clerk for such purpose.) Such signatures may be by mechanical reproduction; however, such officers shall manually sign certificates adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(2) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond, as the case may be, shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(3) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent, or with respect to the Privately Placed Bonds, the Business Manager of the District if serving in the capacity of Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent, or with respect to the Privately Placed Bonds, the Business Manager of the District if serving in the capacity of Bond Registrar and Paying Agent, shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this Resolution.

(B) The President or any other member of this Board is hereby authorized to approve, execute and deliver or, in the case of those documents to which the District is not a party, to approve the execution and delivery by the parties thereto of the documents and agreements referred to herein calling for such execution and delivery.

(C) The President of this Board and the Authorized Representatives are hereby authorized and directed to execute and deliver a standard form of letter of representations with The Depository Trust Company with respect to the matters provided in Section 11(G) hereof.

Section 8. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the District shall cause to be executed and delivered a new Bond of like series, type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the District in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent or the Business Manager of the District, as applicable, by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent or the Business Manager of the District, as applicable, that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 478405, Arizona Revised Statutes.

Section 9. Acceptance of Proposals.

(A) The Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Publicly Sold Bonds, and the Publicly Sold Bonds are hereby ordered sold to the Underwriter in accordance with the terms of the Bond Purchase Agreement with the Underwriter presented to this Board at the meeting at which this Resolution was adopted (the "Bond Purchase Agreement"), and in accordance with the SAVE Contract. The President, any other member of this Board, or the Authorized Representatives are hereby authorized to execute and deliver the Bond Purchase Agreement, for and on behalf of the District, in substantially the form submitted to this Board at the meeting at which this Resolution was adopted and in a final form satisfactory to the President, such other member of this Board or the Authorized Representatives, and such execution and delivery by the President, such member of this Board or the Authorized Representatives shall indicate the approval thereof on behalf of the District by the Authorized Representatives.

(B) The Authorized Representatives are hereby authorized to accept a proposal of the Placement Agent for the placement of the Privately Placed Bonds, and the Privately Placed Bonds are hereby ordered placed with the Purchasers in accordance with the terms of a Placement Agent Agreement with the Placement Agent, in form and substance reasonably satisfactory to the Authorized Representatives and Bond Counsel to the District (the "Placement Agent Agreement"), and in accordance with the SAVE Contract. The President, any other member of this Board, or the Authorized Representatives are hereby authorized to execute and deliver the Placement Agent Agreement, for and on behalf of the District, in form and substance reasonably satisfactory to the Authorized Representatives and Bond Counsel to the District, and such execution and delivery by the President, such member of this Board, or the Authorized Representatives shall indicate the approval thereof on behalf of the District by the Authorized Representatives.

(C) The County Treasurer is hereby requested to cause the Publicly Sold Bonds to be delivered to the Underwriter upon receipt of payment therefor and satisfaction

of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Bond Purchase Agreement. The County Treasurer is hereby requested to cause the Privately Placed Bonds to be delivered to the Purchasers upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the placement provided in the Placement Agent Agreement.

Section 10. Official Statement and Continuing Disclosure.

(A) (1) The preparation, distribution and use of the Preliminary Official Statement relating to the Publicly Sold Bonds in substantially the form presented to this Board before the meeting at which this Resolution was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to deem the same “final” for purposes of applicable securities laws when finalized.

(2) The Underwriter is authorized to prepare or cause to be prepared, and the Authorized Representatives are authorized and directed to approve, on behalf of this Board, and the President or any other member of this Board is authorized to execute, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Publicly Sold Bonds, for distribution and use in connection with the offering and sale of the Publicly Sold Bonds. The execution of such final Official Statement by the President or such other member of this Board shall be deemed to evidence conclusively the approval of the status, form and contents thereof by this Board.

(B) Subject to annual appropriation to cover the costs of preparing and mailing as necessary therefor, the District will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, to be dated the date of issuance of the Publicly Sold Bonds (the “Continuing Disclosure Undertaking”). The President or any other member of this Board is hereby authorized, for and on behalf of the Board, to execute and deliver the Continuing Disclosure Undertaking in substantially the form submitted to this Board at the meeting at which this Resolution was adopted, with such additions, deletions and modifications as shall be approved by the President or any other member of this Board, and such execution and delivery shall constitute evidence of the approval of such officer of any departures from the form submitted to this Board at the time of adoption of this Resolution. Notwithstanding any other provision of this Resolution, failure of the District (if obligated pursuant to the Continuing Disclosure Undertaking) to comply with the Continuing Disclosure Undertaking shall not be considered an event of default; however, any Beneficial Owner (as defined herein) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Publicly Sold Bonds (including persons holding Publicly Sold Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Publicly Sold Bonds for federal income tax purposes.

Section 11. Bond Registrar and Paying Agent.

(A) The Authorized Representatives are hereby authorized to appoint the initial bond registrar and paying agent with respect to the Publicly Sold Bonds and, if necessary, with respect to the Privately Placed Bonds (the "Bond Registrar and Paying Agent"), and the County Treasurer is hereby requested to enter into an agreement therewith covering such services in a standard form, with such additions, deletions and modifications as shall be approved by the County Treasurer, and such execution and delivery shall constitute conclusive evidence of the approval of such officer of any departures from such form. The Bond Registrar and Paying Agent shall maintain the registration books of the District for the registration of ownership of each Bond.

(B) The Privately Placed Bonds may be transferred in whole to a registered owner without the necessity of obtaining the consent of District; provided, that such transferee represents to the District that (i) it has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment in the Privately Placed Bonds, (ii) it understands that neither this Resolution nor the Privately Placed Bonds will be registered pursuant to the Securities Act of 1933, as amended, (iii) it is either an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933, as amended, or a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and (iv) its present intention is to acquire such interest (A) for investment for its own account, or (B) for resale in a transaction exempt from registration under the Securities Act of 1933, as amended; *provided, however*, that there shall only be one registered owner at any time of each Privately Placed Bond issued pursuant hereto.

(C) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the Bond. No transfer of any Bond shall be effective until entered on the registration books.

(D) In the event of the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity and of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

(E) All costs and expenses of initial registration and payment of the Bonds shall be borne by the District, but the District and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such transfer fee, tax or other charge be paid before any such Bond shall be delivered.

(F) The District and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bond during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(G) The Publicly Sold Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The District hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Publicly Sold Bonds to the contrary and so long as the Publicly Sold Bonds are subject to a Book-Entry System, the Publicly Sold Bonds shall initially be evidenced by one typewritten certificate for each maturity, in an amount equal to the aggregate principal amount thereof. The Publicly Sold Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Publicly Sold Bonds may not thereafter be transferred or exchanged on the registration books of the District maintained by the Bond Registrar and Paying Agent except:

(a) to any successor Depository designated pursuant to subsection (3) of this subsection;

(b) to any successor nominee designated by a Depository; or

(c) if the District shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the District shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Publicly Sold Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners or their nominees, as certified by the Depository, at the expense of the District; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the Publicly Sold Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the District for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the District. The Depository may determine not to continue to act as Depository for the Publicly Sold Bonds upon thirty (30) days' written notice to the District and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Publicly Sold Bonds by appropriate notice to the then Depository, the District and the Bond Registrar and Paying Agent shall permit withdrawal of the Publicly Sold Bonds from the

Depository and authenticate and deliver the Publicly Sold Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Publicly Sold Bond certificates) of the District.

(4) So long as the Book-Entry System is used for the Publicly Sold Bonds, the District and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Publicly Sold Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Publicly Sold Bonds to be redeemed or of any other action premised on such notice. Neither the District nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Publicly Sold Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 3(A) hereof or of the Publicly Sold Bonds to the contrary, so long as the Publicly Sold Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Publicly Sold Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Publicly Sold Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Publicly Sold Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository, "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Publicly Sold Bonds by Beneficial Owners and transfers of ownership interests in the Publicly Sold Bonds, and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

#### Section 12. General Federal Tax Law Covenants.

(A) The District shall execute and deliver on the date of original issuance of the Bonds a Certificate Relating To Federal Tax Matters (the "Tax Certificate") and comply with the provisions thereof and of this Section 12 only with respect to those of the Bonds that are sold such that the interest with respect thereto is excluded from gross income for federal income tax purposes. References to the Bonds in this Section 12 are to such Bonds. As provided in further detail in the Tax Certificate, the District will not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be

“arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the District will comply with the requirements of such Code sections and related regulations throughout the term of the Bonds. (Particularly, the District shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the “Facilities”) for federal income tax purposes. Except as otherwise advised in a Bond Counsel’s Opinion (as defined herein), the District shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of such authority as may control at the time or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities.) Also, the payment of principal of and interest on the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury. The District shall comply with the procedures contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially those in Section 13 hereof) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the District shall, and the appropriate officials of the District are hereby directed to, take all action required or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(B) (1) The District shall take all necessary and desirable steps, as determined by the District, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the District receives a Bond Counsel’s Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the District receives such a Bond Counsel’s Opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, the District shall take all necessary and desirable steps, as determined by the District, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the District shall pay any required interest or penalty under Regulations section 1.1483(h) relating to the Code.

(C) Written procedures in the form of the Tax Compliance Procedures shall be adopted pursuant to Section 14 hereof and shall be complied with.

Section 13. Arbitrage Rebate Procedures. The District shall comply with the provisions of this Section 13 only with respect to those of the Bonds that are sold such that the interest with respect thereto is excluded from gross income for federal income tax purposes. References to the Bonds in this Section 13 are to such Bonds.

(A) Terms not otherwise defined in Subsection (B) hereof shall have the meanings given to them in the Tax Certificate.

(B) The following terms shall have the following meanings:

Bond Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issuance of the Bonds and shall end on the date selected by the District, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations section 1.1484(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.1484(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations section 1.1484(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by the District from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.1489;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.1481(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is



reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the District encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.1481(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.1481(b).

Issue Price is as indicated in the Tax Certificate and shall be determined as provided in Regulations section 1.1481(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

Payment shall mean any payment within the meaning of Regulations section 1.1483(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.1483(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.1487.

Receipt shall mean any receipt within the meaning of Regulations section 1.1483(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.1481 through 1.14811 and section 1.1501 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(C) Within 60 days after the end of each Bond Year, the District shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038T.

(D) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(E) For purposes of Subsection (D), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (F) or (G), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(F) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(G) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined

without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the District or any other person for purposes of satisfying the requirements in the Regulations that the District receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the District uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.1485(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The District retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the District and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(H) This Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of such Code.

Section 14. Post-Issuance Compliance Procedures. The Procedures are hereby adopted to establish policies and procedures related to the purposes set forth in the Recitals hereto. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Procedures as may be determined is hereby reserved. The right to change the Procedures from time to time, without notice, is also reserved.

Section 15. Resolution a Contract; Severability; Ratification of Actions.

(A) This Resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(B) If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. This Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

(C) All actions of the officers and agents of the District including this Board which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Bonds as contemplated by this Resolution (including entering into any agreements for administrative or procedural requirements requested by the Purchasers), whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District and Yavapai County, Arizona, are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District and such County as may be necessary to carry out the terms and intent of this Resolution.

[Remainder of page left blank intentionally.]

PASSED, ADOPTED AND APPROVED by the Governing Board of Humboldt Unified School District No. 22 of Yavapai County, Arizona, on March 9, 2021.

President of the Governing Board of Humboldt  
Unified School District No. 22 of Yavapai County,  
Arizona

EXHIBIT A

[FORM OF PUBLICLY SOLD BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.<sup>1\*</sup>

REGISTERED  
NO. ....

REGISTERED  
\$.....

UNITED STATES OF AMERICA  
STATE OF ARIZONA

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22  
OF YAVAPAI COUNTY, ARIZONA  
REFUNDING BOND, SERIES 2021\*\*

Interest Rate:	Maturity Date:	Dated:	CUSIP:
.....%	July 1, .....	....., 2021	.....

REGISTERED OWNER: CEDE & CO.\*

PRINCIPAL AMOUNT: ..... DOLLARS

Humboldt Unified School District No. 22 of Yavapai County, Arizona, a unified school district duly created under Title 15, Chapter 4, Article 3, Arizona Revised Statutes, as amended (the "District"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed, and to pay interest on the principal amount from the date as of which this Bond is dated as indicated hereinabove at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on ..... 1, ....., and on each ..... 1 and ..... 1 thereafter (each an "interest payment date") to the maturity or redemption prior to maturity of

\* Insert so long as DTC is the Securities Depository.

\*\* The series name and designation of this Bond is subject to change as determined in the Resolution to which this Form is attached as Exhibit A.

this Bond. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ....., as the initial "Bond Registrar and Paying Agent." Interest on the bonds of the issue of which this Bond is one, evidenced by this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "regular record date"). Any such interest on this Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of that overdue interest, and notice of the special record date shall be given to registered owners of the Bonds not less than 10 days prior thereto.

The principal of, and interest and premium, if any, on, this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds indicated above (the "Bonds") in the aggregate principal amount of \$...,000 of like tenor except as to amount, maturity date, redemption feature, rate of interest, number and other matters described herein, issued by the District pursuant to a resolution of the Governing Board of the District, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of refunding bonds of school districts, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected; provided, however, that the issuance of the Bonds shall in no way infringe upon the rights of the owners of the school improvement and/or refunding bonds being refunded described above to rely upon a tax levy for payment of the principal and interest on such refunded bonds if the obligations issued by or guaranteed by the United States government in which net proceeds of the Bonds are invested and which mature with interest so as to provide funds to pay when due, or called for redemption, such refunded bonds together with interest thereon and redemption premiums, if any, and with other funds legally available for such purpose deposited in the respective principal and interest redemption funds and held in trust for the payment of such refunded bonds with interest and redemption premiums, if any, on maturity or upon an available redemption date prove insufficient and further that the total aggregate of taxes levied to pay principal and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on such refunded bonds from the date of issuance

of the Bonds to the final date of maturity of such refunded bonds. The owners of the Bonds must rely on the sufficiency of the funds and securities held irrevocably in trust for payment of such refunded bonds.

The Bonds maturing before and on July 1, ....., are not subject to redemption prior to maturity. The Bonds maturing on or after July 1, ....., are subject to optional redemption prior to maturity, in whole or in part, on July 1, ....., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 1, ....., and January 1, .....	....%
July 1, ....., and thereafter	0.0

The Bonds maturing on July 1, ....., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$.....,000 of Bonds maturing on July 1, ....., shall mature on July 1, .....

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ....., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ....., outstanding a principal amount of the Bonds maturing on July 1, ....., equal to the aggregate principal amount of the Bonds maturing on July 1, ....., to be redeemed and shall redeem such Bonds maturing on July 1, ....., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than 60 nor less than 30 days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the



Bond Registrar and Paying Agent. Failure to give properly such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the District for the registration of ownership of each Bond as provided in the Resolution. The Bond Registrar and Paying Agent may be changed without notice or consent.

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The District and the Bond Registrar and Paying Agent shall charge the owner of such Bond, for every transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The District and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on a regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the District, does not exceed any applicable constitutional or statutory limitation and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the District, over and above all other taxes authorized or limited by law except as otherwise described herein, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, has caused this Bond to be executed in the name of the District by the facsimile signature of the President of the Governing Board of the District and such signature of the President of the Governing Board of the District to be attested by the facsimile signature of the Clerk of the Governing Board of the District and to be countersigned by the facsimile signature of the County Treasurer of Yavapai County, Arizona.

HUMBOLDT UNIFIED SCHOOL DISTRICT NO.  
22 OF YAVAPAI COUNTY, ARIZONA

By (Facsimile)  
President, Governing Board

ATTEST:

(Facsimile)

.....  
Clerk, Governing Board

COUNTERSIGNED:

By (Facsimile)  
.....  
County Treasurer of Yavapai County, Arizona

(Form of Certificate of Authentication)

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds, Series 2021.

Date of Authentication: .....

as Bond Registrar and Paying Agent

By  
Authorized Representative

A-24

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

.....  
(Name and Address of Transferee)  
the within Bond and irrevocably constitutes and appoints .....  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: .....  
Signature

Signature Guaranteed:  
.....  
Signature

[Insert proper legend]

Note: The signature(s) on this assignment must  
correspond with the name(s) as it appears  
upon the face of the within Bond in every  
particular, without alteration or any  
change whatsoever.

The following abbreviations, when used in the inscription on the face of the  
within Bond, shall be construed as though they were written out in full according to applicable  
laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - ..... Custodian .....  
(Cust) (Minor)

under Uniform Gifts to Minors Act .....  
(State)

Additional abbreviations may also be used though not included in the above list.

ALL FEES AND COSTS OF TRANSFER  
SHALL BE PAID BY THE TRANSFEROR

EXHIBIT B

[FORM OF PRIVATELY PLACED BOND]2\*

**THIS BOND IS ONLY TRANSFERABLE UPON COMPLIANCE  
WITH THE RESTRICTED TERMS PROVIDED IN THE  
HEREIN-DESCRIBED RESOLUTION**

REGISTERED  
NO. ....

REGISTERED  
\$.....

UNITED STATES OF AMERICA  
STATE OF ARIZONA

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22  
OF YAVAPAI COUNTY, ARIZONA  
REFUNDING BOND, SERIES 2021\*\*

Interest Rate:

Maturity Date:

Dated:

.....%

July 1, .....

....., 2021

REGISTERED OWNER: .....

PRINCIPAL AMOUNT: ..... DOLLARS

Humboldt Unified School District No. 22 of Yavapai County, Arizona, a unified school district duly created under Title 15, Chapter 4, Article 3, Arizona Revised Statutes, as amended (the "District"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed, and to pay interest on the principal amount from the date as of which this Bond is dated as indicated hereinabove at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on ..... 1, ....., and on each ..... 1 and ..... 1 thereafter (each an "interest payment date") to the maturity or redemption prior to maturity of this Bond. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ....., as the initial "Bond Registrar and Paying Agent." Interest on the bonds of the issue of which this Bond is one, evidenced by this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "regular record

\* As provided in the Resolution to which this Form is attached as Exhibit B, this Bond may be modified to conform with the exceptions allowed by such Resolution.

\*\* The series name and designation of this Bond is subject to change as determined in such Resolution.

date"). Any such interest on this Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of that overdue interest, and notice of the special record date shall be given to registered owners of the Bonds not less than 10 days prior thereto.

The principal of, and interest and premium, if any, on, this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds indicated above (the "Bonds") in the aggregate principal amount of \$....,000 of like tenor except as to amount, maturity date, redemption feature, rate of interest, number and other matters described herein, issued by the District pursuant to a resolution of the Governing Board of the District, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of refunding bonds of school districts, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected; provided, however, that the issuance of the Bonds shall in no way infringe upon the rights of the owners of the school improvement and/or refunding bonds being refunded described above to rely upon a tax levy for payment of the principal and interest on such refunded bonds if the obligations issued by or guaranteed by the United States government in which net proceeds of the Bonds are invested and which mature with interest so as to provide funds to pay when due, or called for redemption, such refunded bonds together with interest thereon and redemption premiums, if any, and with other funds legally available for such purpose deposited in the respective principal and interest redemption funds and held in trust for the payment of such refunded bonds with interest and redemption premiums, if any, on maturity or upon an available redemption date prove insufficient and further that the total aggregate of taxes levied to pay principal and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on such refunded bonds from the date of issuance of the Bonds to the final date of maturity of such refunded bonds. The owners of the Bonds must rely on the sufficiency of the funds and securities held irrevocably in trust for payment of such refunded bonds.

[The Bonds are not subject to redemption prior to maturity.] [The Bonds are subject to optional redemption prior to maturity, in whole or in part, on July 1, ....., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond

redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 1, ....., and January 1, .....	....%
July 1, ....., and thereafter	0.0]

[The Bonds maturing on July 1, ....., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$.....,000 of Bonds maturing on July 1, ....., shall mature on July 1, .....,]

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ....., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ....., outstanding a principal amount of the Bonds maturing on July 1, ....., equal to the aggregate principal amount of the Bonds maturing on July 1, ....., to be redeemed and shall redeem such Bonds maturing on July 1, ....., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than 60 nor less than 30 days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to give properly such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the District for the registration of ownership of each Bond as provided in the Resolution. The Bond Registrar and Paying Agent may be changed without notice or consent.

This Bond may be transferred in accordance with the terms of the Resolution on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying

Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee a new fully registered Bond of the same maturity and of the remaining principal amount payable at maturity in accordance with the provisions of the Resolution. The District and the Bond Registrar and Paying Agent shall charge the owner of such Bond, for every transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The District and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on a regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the District, does not exceed any applicable constitutional or statutory limitation and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the District, over and above all other taxes authorized or limited by law except as otherwise described herein, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, has caused this Bond to be executed in the name of the District by the facsimile signature of the President of the Governing Board of the District and such signature of the President of the Governing Board of the District to be attested by the facsimile signature of the Clerk of the Governing Board of the District and to be countersigned by the facsimile signature of the County Treasurer of Yavapai County, Arizona.

HUMBOLDT UNIFIED SCHOOL DISTRICT NO.  
22 OF YAVAPAI COUNTY, ARIZONA

By (Facsimile)  
President, Governing Board

ATTEST:

(Facsimile)

.....  
Clerk, Governing Board

COUNTERSIGNED:

By (Facsimile)  
.....  
County Treasurer of Yavapai County, Arizona

(Form of Certificate of Authentication)

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds, Series 2021.

Date of Authentication: .....

as Bond Registrar and Paying Agent

By  
Authorized Representative

B-30



(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

.....  
(Name and Address of Transferee)

the within Bond and irrevocably constitutes and appoints .....  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: ..... ..

.....  
Signature

Signature Guaranteed:

.....  
Signature

[Insert proper legend]

Note: The signature(s) on this assignment must  
correspond with the name(s) as it appears  
upon the face of the within Bond in every  
particular, without alteration or any  
change whatsoever.

The following abbreviations, when used in the inscription on the face of the  
within Bond, shall be construed as though they were written out in full according to applicable  
laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - ..... Custodian .....  
(Cust) (Minor)

under Uniform Gifts to Minors Act .....  
(State)

Additional abbreviations may also be used though not included in the above list.

ALL FEES AND COSTS OF TRANSFER  
SHALL BE PAID BY THE TRANSFEROR



# PERSONNEL

## Item 11A.

Resignation

(Chris Kawabata)

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 11A
FROM:	Mr. John Pothast, Superintendent, and Mr. Kort Miner, Exec. Dir. of Operations/HR	Reading
DATE:	March 9, 2021	Discuss
SUBJECT:	Approval of Resignation for Certified Exempt Science Teacher - Chris Kawabata	Action X
		Consent
OBJECTIVE:	Board Governance	

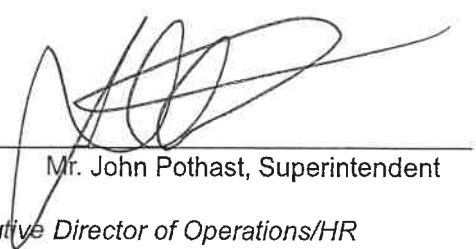
### SUPPORTING DATA:

### SUMMARY

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

I move to deny the requested resignation from certified, exempt, science teacher - Chris Kawabata.

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

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