

GOVERNING BOARD MEETING

Tuesday, June 08, 2021

HUSD Transportation Training Facility 6411 N Robert Road (bldg. 500) 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 Revision 1 6-7-2021 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 **June 8, 2021**, at **Transportation Training Facility**, located at **6411 N Robert Road**, **Prescott Valley, Arizona**. This meeting will also be **live-streamed**, as we begin our transition back to the traditional in-person only meetings.

** ATTENDEES ARE ENCOURAGED TO WEAR A FACEMASK**

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona, and on the district website www.humboldtunified.com and go to the Governing Board Tab.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Samantha Bartmus at (928)759-5007 or 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.

** ATTENDEES ARE ENCOURAGED TO WEAR A FACEMASK** 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
- Pages 1-8
- A. HUSD VIPs

Food & Nutrition – Bright Futures Kitchen Staff District Office Finance – Ruthann Atherton IT Department – Scott Terry

B. Recognition of Outgoing Administrators
Dr. Rob Bueche – Executive Director of Educational Services & Federal Programs
Patrick Keeling – Director of IT

7. PUBLIC PARTICIPATION

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

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

8. CONSENT ITEMS

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

- Pages 9-12 A. Governing Board Meeting Minutes of May 11, 2021 (audio recording is posted on the District's website at www.humboldtunified.com)
- Pages 13-18 B. Personnel Recommendations
- Pages 19-170 C. Financial/Business
 - 1. Approval of Accounts Payable voucher(s) in the amount of \$2,479,039.34
 - 2. Approval of Payroll voucher(s) in the amount of \$ 1,533,645.87
- Pages 171-178 D. Monthly Budget Report
- Pages 179-182 E. Monthly Student Activities Report
- Pages 183-186 **F.** Request for ratification of expenditures for Contracts, Work Agreements and supplementals for March 2021.
- Pages 187-192 **G**. Request for approval of the 2021-2022 Stipend Schedule.
- Pages 193-196 H. Request for approval of M&O budget for 2021-22 fiscal year.
- Pages 197-202 I. Approval of HUSD Supplemental Wage Schedule for the 2021-22 fiscal year.
- Pages 203-216 **J.** Request for approval for renewal of partnership with Yavapai County Educational Service Agency in Conjunction with Educational Services, Inc to provide Substitute Consolidation Services.
- Pages 217-224 **K.** Request for approval for renewal of IGA between HUSD and the Town of Prescott Valley for a School Resource Officer at BMHS.
- Pages 225-242 L. Request for approval for renewal of agreement between HUSD and Good Samaritan Society.
- Pages 243-246 **M**. Request for approval of Waiver of Conflict of Interest regarding agreements with Yavapai County.
- Pages 247-250 **N**. Request for approval to authorize the HUSD Governing Board to sign payroll and accounts payable vouchers for 2021-22 fiscal year.
- Pages 251-256 **O**. Request for approval for a second amendment for online registration to the current Synergy SIS software agreement.

- Pages 257-264 P. Request for approval to renew the agreement with ASCEND for the 2021-22 fiscal year.
- Pages 265-270 **Q**. Request for approval for renewal of agreement between HUSD and Mingus Mountain Estate . Residential Center Inc. (MMERCI)
- Pages 271-272 R. Request for approval to dispose of obsolete library books.
- Pages 273-274 **S.** Request for approval to appoint Kathleen Montierth to serve as the Student Activities and Auxiliary Treasurer.
- Pages 275-278 T. Request for approval for the Sole Source Vendors for the 2021-22 fiscal year.
- Pages 279-280 U. Gifts and donation

9. DISCUSSION ITEMS (no action will be taken)

- Pages 281-282 A. Meet and Confer Committee Work Update
- Pages 283-308 B. Potential Supplemental Labor Partnership with ABM.
- Pages 309-310 C. Humboldt Unified School District's Pandemic Update

10. ACTION

- Pages 311-314 **A.** Policy Update as Recommended by Meet and Confer GCBA Professional Staff Salary Schedules.
- Pages 315-316 B. Request for approval to adopt new AP Biology Textbooks.
- Pages 317-318 C. Request for approval for adoption of new Universal Screener, FastBridge.
- Pages 319-320 **D.** Request for approval of Staff Raises and One-Time ESSER Bonus Pay.
- Pages 321-324 E. 2021-22 FY Proposed Budget.

11. Personnel

- Pages 325-326 **A.** Discussion and possible action to approve the hiring of new Executive Director of Educational Services & Federal Programs
- Pages 327-328 **B**. Discussion and possible action to approve the hiring of new Coyote Springs Elementary School Principal
- Pages 329-330 C. Discussion and possible action to approve the hiring of new Glassford Hill Middle School Principal

12. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

June 29, 2021	6:30 PM	Special Meeting	@ Transportation Building
July 13, 2021	6:30 PM	Regular Meeting	@ Transportation Building
August 10, 2021	6:30 PM	Regular Meeting	@ Transportation Building
September 14, 2021	6:30 PM	Regular Meeting	@ TBD

13. ADJOURNMENT

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

- > Food & Nutrition Bright Futures Kitchen
- District Office Finance Ruthann Atherton
 IT Department Scott Terry

B. Recognition of outgoing District Administrators

- ➤ Dr. Rob Bueche, Executive Director of Education Services and Federal Grants
 - ➤ Mr. Patrick Keeling, Director of IT

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item#

FROM:

Jody Buckle, Director of Child Nutrition

Reading x

DATE:

June 08, 2021

Discuss

SUBJECT:

Classified VIP of the month

Action

Consent

OBJECTIVE:

Goal #4 To Attract and Retain Highly Effective Employees

SUPPORTING DATA

The Food & Nutrition Department would like to recommend the team at the Bright Futures Kitchen, Kay Timm, Jennifer Farmer, Shelby Carrasco, & Vianca Bolanos as the classified VIP of the month.

SUMMARY & RECOMMENDATION

It is my recommendation that the team at our Bright Futures Kitchen be awarded the classified VIP of the month.

Approved for transmittal to the Governing Board:

ohn Pothast, Superintendent

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

To the Humboldt Schools Governing Board and Superintendent Pothast:

It is with great pleasure that I join the Food & Nutrition Department in recommending **Kay Timm, Jenn Farmer, Shelby Carrasco, & Vianca Bolanos** as our classified ViP's of the month.

These incredible ladies make up our team at the District Office kitchen. In a typical year this kitchen is responsible for serving our Bright Futures kids, SEAS Students, and 5 head start centers. While we saw our schools closed in the first quarter, Kay's team went to help out at Granville's kitchen since we were shorthanded there. They helped with our grab and go program as well as our bus stop delivery program. As our program was struggling financially due to our kids not being in school, we had to come up with a plan to create revenue. We knew kids coming back in the second quarter would help but would not cover the losses we had sustained since March of 2020.

Coming into the school year I stressed to my teams that this year would require maximum flexibility. As the second quarter was starting, Kay's team was unaware that they were about to experience extreme maximum flexibility. As our kitchens returned to feeding kids in person we brought Kay's team back to the Bright Futures Kitchen to feed our preschoolers and SEAS kids. We partnered with the transportation department to start home deliveries which this kitchen had to prepare for. We also partnered with Mingus Charter School to provide them food for about 90 kids per day. Kay's team was preparing roughly 400 meals/day.

December came and we closed schools which saw a spike in home deliveries to over 600. We remained open through winter break seeing another spike to 800 meals. As if this was not enough for this kitchen to handle, we added another program. In early January, we began feeding the before and after school kids a snack and dinner everyday. This being a completely different program it required more paperwork as well.

They started to get their head above water figuring out how to manage this added program and ADE decided to become very picky on how we were tracking our meals and production records. In February they required us to create a site for every bus route, day care, and clubs we were delivering to. Kay went from filling out 2 sets of production records to 16 sets of records. This is a very tedious process and very important because our auditors go through these with a fine tooth comb during our reviews. As they regained consciousness from their standing 8 count spring break came and we continued to produce meals for the kids in our community.

Just when they started to get in a grove with producing 5 day meal packs, feeding bright futures kids, SEAS kids, before and after kids, and 16 sets of production records the Head Start Programs informed me they are returning after spring break and need meals for their centers.

Head Start requires us to use the CACFP program which is a completely different set of food requirements which requires us to use a second menu. We added 3 more sites to this kitchens production.

When all was said and done these ladies continue to stand strong, maintain incredible attitudes, and literally save the financial viability of our Food & Nutrition program. As recent as December, I received a phone call asking when our November reimbursement would hit the bank because I did not have enough funds to cover my labor costs. Not only have we recovered our fund balance but we have added enough for the district to be able to draw the indirect cost you so deservingly need. This would not have been possible if not for the incredible amount of work this kitchen did this year.

It is for the amazing effort that Kay, Jenn, Shelby, & Vianca are recommended as an HUSD VIP of the month/YEAR!

Sincerely,

Jody Buckle, SNS

Director Food & Nutrition

HUMBOLDT UNIFIED SCHOOL DISTRICT

1

TO: Humboldt Unified School District Governing Board Item #

FROM: Roger Studley, Finance Director Reading X

DATE: June 8, 2021 Discuss

SUBJECT: Finance Office VIP Action

Consent

OBJECTIVE: Goal #2: Planning for Future Student Needs

SUPPORTING DATA:

I'm proud to present Ruthann Atherton as the Finance Office VIP. Her primary role is managing 10's of thousands of dollars in cash from all the schools. Ruthann makes sure that every deposit is coded to the correct entity/club in our system of hundreds of individual groups. Over the last 2 years, she has driven our conversion to InTouch, the receipting system used at all schools. This system dramatically reduces paperwork and increases productivity and accuracy of funds from all the school clubs and activities. She really took the ball and ran with it. She provides excellent support, training, and guidance for all the schools on cash handling.

She took on the challenge of setting us up to accept credit cards for school fees and payments. She not only got the whole system working, but she provides training and support for the various people using it. Ruthann checks the accounts daily to verify correct deposits.

One of the many things I like and appreciate about Ruthann is her willingness to listen to new ways to do things, even though sometimes it's a real fight. If you've been in the hallway of her office and seen the shelves and shelves of boxes full of each deposit documentation, you'll know she likes paper and lots of it. This is good, but very labor intensive, difficult to search through, and takes a lot of space. She graciously, though not without concern, accepted the change to electronic filing of all this data and developed a procedure and process for compiling and verifying that everything was there in an electronic file that attached to the Journal Entry in the Visions program. Now that data will be easily searched and stored without hundreds of shoe boxes on shelves.

She keeps me on my toes as she is very conscientious and challenges me on lots of decisions regarding processes and coding. Luckily I have my Magic 8-Ball so sometimes she wins and sometimes I win, but the District always wins. Ruthann doesn't just accept changes and plod through them, she enhances them with her knowledge and experience.

THANK YOU RUTHANN

SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:

Mf. John Pothast, Superintendent

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

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board Item #

FROM:

Patrick Keeling, Director of Technology

Reading X

DATE:

June 08, 2021

Discuss

SUBJECT:

June VIP - Information Services

Action

Consent

OBJECTIVE Goal #4 To Attract and Retain Highly Effective Employees

SUPPORTING DATA:

The Information Services Department would like to recognize Scott Terry as an HUSD VIP for the month of June.

SUMMARY & RECOMMENDATION:

Discussion Item

Sample Motion:

Discussion Item

Approved for transmittal to the Governing Board;

John Pothast, Superintendent

Questions should be directed to: Patrick Keeling, Director of Technology @ 928-759-5024



Humboldt Unified School District

Providing a Comprehensive, World-Class Education for All Students

June 8, 2021

President Adler, Superintendent Pothast, members of the Board and guests, it is with great pleasure that I present to you Scott Terry as an HUSD VIP for the month of June. You may know Scott as the Data Coordinator for HUSD, but there is much more to Scott than Excel spreadsheets and student information system support.

After graduating high school Scott moved to Bogota Colombia to join the Bogota Philharmonic as the Principal Trombonist. Scott made this courageous move to another country without knowing anyone in the area, nor did he speak Spanish at the time. During his 5 ½ years in Bogota Scott became fluent in Spanish through various methods of self-study as well as conversing with colleagues and locals as he became more confident in the language.

Scott moved back to Oklahoma in 1992 taking his first position in education as a Spanish Teacher. During his time in Oklahoma Scott also spent 2 years as a Principal. In 1998 Scott and his family moved to Prescott Valley where Scott would teach Spanish, coach Girls Tennis and serve as Department Chair at Bradshaw Mountain High.

When reflecting on his time working with Scott at BMHS Kort Miner expressed appreciation for his level headedness as Foreign Language Department Chair. Scott was often the voice of reason both in department level meetings as well as Department Chair meetings. As one of Scott's former students I got the privilege of experiencing 2 years of Scott's warm, fun, intentional and exceptionally informative teaching style.

In January of 2014 Scott joined IT as our Data Coordinator. Since taking on this new challenge Scott has become well regarded throughout HUSD as a kind, patient and informative resource. When our teachers and staff need help with Schoolmaster, various pieces of curricular software and all things Microsoft Excel, Scott is who they turn to. Scott has been part of several IT and Data projects over the years, the most significant being his work on the Student Information System selection committee. Scott once again brought his thoughtful approach to this important and difficult selection process.

Scott has been the driving force behind the implementation of Synergy SIS spending numerous hours in trainings, collaborating with District staff about the configuration of various Synergy components, and verifying the integrity of data being moved to Synergy. As he does with all things he works on Scott has approached this project with the same questions he approaches every task, asking "how can this be better?", "how can this improve the quality and ease of access to information for our staff?".

Outside of his professional life Scott is also the proud father of two BMHS graduates, David and Daniel Terry. When talking about his boys, or his wife Christina, Scott always beams with pride and happiness.

In closing, Scott, thank you for your years of service educating students and your ongoing commitment and contributions to the Technology Team in HUSD.

Sincerely,

Patrick Keeling
Director of Technology

CONSENT Item 8A.

Minutes

May 11, 2021

(Audio minutes are available on the district website)

POSTED -Revised 5-7-2021 11:00 a.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 **May 11, 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.

** ATTENDEES ARE ENCOURAGED TO WEAR A FACEMASK**

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** ATTENDEES ARE ENCOURAGED TO WEAR A FACEMASK**

<u>AGENDA</u>

6:30 REGULAR SESSION

- 00:00 1. WELCOME AND CALL TO ORDER
- 00:30 2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY
- 00:58 3. ROLL CALL
 ALL PRESENT
- 01:15 4. AGENDA REVIEW/ACCEPT

 AGENDA ACCEPTED UNANIMOUSLY
- 01:50 5. CURRENT EVENTS
 - A. Board
 - B. Superintendent
- 11:03 6. CELEBRATING SUCCESSES
- Pages 1-6

 A. Recognition of the 2021 HUSD Retirees Kort Miner, Assistant Superintendent of Operations, and Richard Adler, Governing Board President
- 25:00 7. PUBLIC PARTICIPATION

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32:15 8. CONSENT ITEMS

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- Pages 7-10 A. Governing Board Meeting Minutes of April 13, 2021 (audio recording is posted on the District's website at www.humboldtunified.com)
- Pages 11-16 B. Personnel Recommendations
- Pages 17-166 C. Financial/Business
 - 1. Approval of Accounts Payable voucher(s) in the amount of \$ 973,249.31
 - 2. Approval of Payroll voucher(s) in the amount of \$ 2,997,847.81
- Pages 167-174 D. Monthly Budget Report
- Pages 175-178 E. Monthly Student Activities Report
- Pages 179-182 F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for March 2021.
- Pages 183-184 **G**. Request for approval to renew the Fleet Fuel Card System, Multi-Term Contract with Diesel Direct West Inc.
- Pages 185-188 **H.** Request for approval to renew the agreement between HUSD and Advancement Via Individual Determination (AVID).
- Pages 189-192 I. Request for approval for the annual renewal for auditing services provided by Heinfeld Meech, PC
- Pages 193-194 J. Request for approval for membership with Cooperative Purchasing Memberships for the FY 22
- Pages 195-206 K. Request for approval to transfer obsolete books within the Yavapai Library Network.
- Pages 207-208 L. Gifts and donation

 Consent Items Passed Unanimously
 - 9. DISCUSSION ITEMS (no action will be taken)
- 35:03 A. 2020-2021 School Health Advisory Council (SHAC) Annual Report
- 1:02:10 B. Fentanyl Workgroup Update
- 1:26:23 C. Refinancing of Bonds Closing Numbers

2:19:52 11. ANNOUNCEMENTS

2:10:52

A. Next Scheduled Board Meetings are:

G. Final 20-21 Budget Revision 2. **Passed Unanimously**

June 8, 2021 June 29, 2021	6:30 PM 6:30 PM	Regular Meeting Special Meeting	@ Transportation Building @ Transportation Building
July 13, 2021	6:30 PM	Regular Meeting	@ Transportation Building
August 10, 2021	6:30 PM	Regular Meeting	@ TBD

2:20:40 12. ADJOURNMENT

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CONSENT Item 8B.

Personnel Recommendations

Personnel Consent Agenda for Board Meeting on June 8, 2021

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

Certified Staff

- 1. Rob Bueche Exec Dir of Fed Programs/Ed Services (6/30/21)
- 2. Claudia Chavira ELA Teacher @ BMHS (5/21/21)
- 3. Susan Funston 3rd Grade Teacher @ MVES (5/21/21)
- 4. Sean Johnson Foreign Language Teacher @ BMHS (5/21/21)
- 5. Margaret Leivas ELA Teacher @ BMHS (5/21/21)
- 6. Benjamin Naasz Music Teacher @ GES (5/21/21)
- 7. Pam Netherton Science Teacher @ BMHS (5/21/21)
- 8. Crystal Romney Resource Teacher @ LVES (5/21/21)
- 9. Sonya Spohn Math Teacher @ BMHS (5/21/21)

Classified Staff

- 1. Lee Beattie Custodian @ CSES (5/25/21)
- 2. Vicki Bedford Occupational Therapist @ DO (5/21/21)
- 3. Johnny Chambless F and N Driver/Prevent Maint. Tech @ DO (5/29/21)
- 4. Lisa Haywood Library Media Specialist @ LTS (5/28/21)
- 5. Lena Juarez Title 1 Aide @ HES (5/20/21)
- 6. Patrick Keeling Director of Information Technology (6/29/21)
- 7. Brianna Longielier M/S/P Aide @ MVES (5/20/21)
- 8. Marissa Onsaga F and N Cook @ GHMS (5/21/21)
- 9. Mary Pirtle Preschool Aide @ BFPS (5/21/21)
- 10. Rolondo Salas Groundskeeper @ DO (FMLA 5/11/21 TO 6/11/21)

Substitute + Staff

1.

Personnel Consent Agenda for Board Meeting on June 8, 2021

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

Certified Staff

- 1. Danielle Cummings Resource Teacher @ LVES (replaces Taryn Gordanier)
- 2. Vicki Erickson Music Teacher @ GES (replaces Benjamin Naasz)
- 3. Brittany Gilbert Social Studies Teacher @ GHMS (replaces Jared Friedrich)
- 4. Pauline Haier Math Teacher @ BMMS (replaces Wendy Wilson)
- 5. Jessica Heinbaugh Science Teacher @ BMHS (Pam Netherton)
- 6. Katelyn Irwin ELA Teacher @ BMHS (replaces Claudia Chavira)
- 7. Jenna Jackson 5th Grade Teacher @ LTS (replaces Albert Zalfini)
- 8. Katherine Marzec 4th Grade Teacher @ GES (replaces Cortni Johnson)
- 9. Michelle McCabe Principal @ CSES (replaces Candice Blakely-Stump)
- 10. Jennifer McGill Social Studies Teacher @ BMMS (replaces Kimberly Carpenter)
- 11. Susan Moorer 5th Grade Teacher @ MVES (replaces Erin Bueche)
- 12. Arielle Schaefer 5th Grade Teacher @ GES (replaces Michelle McFarland)
- 13. Susan Walters Music Teacher @ HES/LVES (replaces Elizabeth Johnson)
- 14. Misti Wilson 4th Grade Teacher @ CSES (replaces Jordon Boen)

Classified Staff

- 1. Raymon Aguilar M/S/P Aide @ BMMS (Giselle Scantamburlo)
- 2. Kimberly Andrews F and N Cook @ LVES (replaces Christine Fargher)
- 3. Jody Clark SLP A @ SSO (fills unfilled position)
- 4. Fonda Lilan Stan M/S/P Aide @ LVES (repaces Byron Certain)
- 5. Katie Shaw Attendance Secretary @ GES (replaces Ana Vanesian)
- 6. Larri Lyn Stell Bus Driver @ Transportation (replaces Donna Wagner)
- 7. Christine Tarling Playground Aide @ MVES (replaces Viola Wampler)

Substitute + Staff

C. SUPPLEMENTAL CONTRACTS

Overloads

- 1. Dave Capka Comp Science Teacher @ BMHS
- 2. Roberta Deaso Online Teacher @ MVES
- 3. Marvin Portillo Math Teacher @ BMHS

Certified Stipends Specifically Listed on Board-approved 2020-2021 Stipend Schedule (M&O-\$6,808.50); Tax Credit-\$0.00; General Tax Credit-\$0.00; SPED-\$0.00; Other-\$0.00)

- 1. Katherine Davis Art Advisor @ DO
- 2. Michelle McCabe Summer School Coordinator
- 3. Elizabeth Rushton Child Study Coordinator @ GES

Other Stipends

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

Personnel Consent Agenda for Board Meeting on June 8, 2021

D. IN-DISTRICT TRANSFERS

Certified

- 1. Candice Blakely-Stump FROM Principal @ CSES TO Principal @ GHMS (replaces Beth Denman)
- 2. Jaclyn Beilfuss FROM ELA Teacher @ LTS TO ELA Teacher @ GHMS (replaces Erica Hastings)
- 3. Amy Bowser FROM Gifted Teacher @ LVES TO 2nd Grade Teacher @ LVES (replaces Jeanelle Fetty)
- 4. Marissa Busk FROM 4th Grade Teacher LVES TO 2nd Grade Teacher @ LVES (replaces Morgan Petersen)
- 5. Kevin Castillo FROM Gifted Teacher @ MVES TO 3rd Grade Teacher @ MVES (replaces Anthony Deaso)
- 6. Rachel Culver FROM ELL Aide @ LTS TO ELD Teacher @ MVES (replaces Caitlin Klem)
- 7. Anthony Deaso FROM 4th Grade Teacher @ MVES TO 3rd Grade Teacher @ LVES (replaces Susan Funston)
- 8. Roberta Deaso FROM 2nd Grade Teacher TO 4th Grade Teacher @ MVES (replaces Anthony Deaso)
- 9. Donte Edmundson FROM 8th Grade ELA Teacher @ GHMS TO ELA Teacher @ BMHS (replaces Ariana Bowie)
- 10. Jessica Fadgen FROM 6th Grade Social Studies TO 5th Grade Teacher @ LTS (replaces Jaclyn Beilfuss)
- 11. Jared Friedrich FROM Science Teacher TO ELA Teacher @ GHMS (replaces Pauline Henry)
- 12. Allison Fitterer FROM 2nd Grade Teacher @ GES TO 3rd Grade Teacher @ GES (replaces Katrina Taylor)
- 13. Christine Griffin FROM Principal @ GES TO Executive Director of Ed Services and Fed Programs @ DO (replaces Rob Bueche)
- 14. Kari Ingerson FROM ELA Teacher @ GHMS TO iChoose Teacher @ GHMS (replaces Donte Edmundson)
- 15. Leann Jack FROM 3rd Grade Teacher @ GES TO 2nd Grade Teacher @ GES (replaces Allison Fitterer)
- 16. Michelle McFarland FROM 5th Grade Teacher @ GES TO 4th Grade Teacher @ GES (replaces Vicki Erickson)
- 17. Mary Reeves FROM 1.0 FTE ELD Teacher @ LTS TO 0.4 FTE ILLP Teacher @ BMMS/GHMS/HES (replaces Sarah Feeney)
- 18. Sunshine Rhone FROM IS @ GHMS TO Title I Teacher @ LTS (replaces Jaime Stretton)
- 19. Jantina Russell FROM Drama Teacher @ BMHS TO IS and online facilitator @ BMHS (replaces Elizabeth Saari)
- 20. Alexa Stephens FROM Science Teacher @ BMMS TO Science Teacher @ BMHS (replaces Dyan Yeutter)
- 21. Katrina Taylor FROM 3rd Grade Teacher @ GES TO 4th Grade Teacher @ GES (replaces Cortni Johnson)
- 22. Brain Tubera FROM Math Teacher @ BMMS TO Instructional Specialist @ BMMS (Sunshine Rhone)
- 23. Wendy Wilson FROM Math Teacher @ BMMS TO Math Teacher @ BMHS (replaces Tyler Hardy)
- 24. Amanda Zeman FROM 2nd Grade Teacher @ GES TO 3rd Grade Teacher @ GES (replaces Leann Jack)

Personnel Consent Agenda for Board Meeting on June 8, 2021

Classified

- 1. Melissa Babcock FROM 3 hr Title 1 Aide TO 6 hr Title 1 Aide @ LVES (replaces Adam Esposito)
- 2. Benjamin Blumstein FROM Title 1 Aide @ LTS TO Lead Custodian @ LTS (replaces Richard Kenner)
- 3. Aaron Cates FROM Lead Maintenance @ MVES TO Bus Driver (replaces James Dixon III)
- 4. Brian Hartshorn FROM Dispatcher TO Route Coordinator (replaces Celina Ramirez)
- 5. Samantha Hurt FROM M/S/P Aide @ LVES TO Title 1 Aide @ LTS (replaces Ben Blumstein)
- 6. Melissa Pearl FROM Resource Aide @ LTS TO Librarian @ LTS (replaces Lisa Haywood)
- 7. Celina Ramirez FROM Route Coordinator TO SpED Bus Driver (replaces Dori Grumbo)
- 8. Jessica Robertson FROM Administrative Secretary @ BMHS TO M/S/P Aide @ LVES (replaces Marc Mony)
- 9. Kristina Davis Thompson FROM Librarian @ BMHS TO AD Admin Secretary @ BMHS (replaces Jessica Robertson)

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

Certified

1. Nancy Ruiz - FROM .5 FTE ELD Teacher TO .6 FTE ELD Teacher

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 # 89

FROM:

Roger Studley, Finance Director

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Monthly Budgets - Board Report

Action

Consent 2

OBJECTIVE: G

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 pnly.

Approved for transmittal to the Governing Board:

Mr. John Pothast Superintendent

Questions should be directed to: Roger Studley Finance Director 928.759.4027

)	7		VlaO vacaming	From Date: 5/1/2021	1021	To Date: 5/25/	5/25/2021
Expen	diture Bu	Expenditure Budget Balance Report	2]	Sulfilliary Only			Buc	Budget Balance
Fiscal Ye	Fiscal Year: 2020-2021	indian	Budget	Range To Date	YTD	Balance	Encumbrance % F	% Remaining Bud
Fund:	Account Number 7 Description Fund: 001 MAIN	MAINT & OPER FUNDS Fund 001 Total:	\$32,864,825.00	\$3,050,810.12	\$26,803,791.05	\$6,061,033.95	\$4,894,075.72	\$1,166,958.23 3.55%
Fund:	011	CLASSROOM-BASE SAL Fund 011 Total:	\$684,705.00	\$0.00	\$245,340.73	\$439,364.27	\$0.00	\$439,364.27 64.17%
Fund:	012	CLASSROOM-PERF PAY Fund 012 Total:	\$1,513,086.00	\$0.00	\$3,858.24	\$1,509,227.76	\$0.00	\$1,509,227.76 99.75%
Fund:	013	CLASSROOM-OTHER Fund 013 Total:	\$1,979,785.00	\$0.00	\$491,317.05	\$1,488,467.95	\$0.00	\$1,488,467.95 75.18%
Fund:	024	INDIAN GAMING - INSTRUCTIONAL IMPROV Fund 024 Total:	\$205,558.83	\$16,058.18	\$171,763.91	\$33,794.92	\$42,700.61	(\$8,905.69) -4.33%
Fund:	050	PRESCOTT VALLEY POLICE DEPARTMENT Fund 050 Total:	\$0.00	\$0.00	\$117,402.98	(\$117,402.98)	\$0.00	(\$117,402.98) 0.00%
Fund:	071	SEI - STRUCTURED ENGLISH IMMERSION Fund 071 Total:	\$202,058.00	\$14,360.31	\$160,099.92	\$41,958.08	\$ \$22,389.90	\$19,568.18 9.68%
Fund:	110	TITLE 1 LEA Fund 110 Total:	\$1,932,461.13	\$152,771.55	\$1,288,448.40	\$644,012.73	3 \$209,830,34	\$434,182.39 22.47%
Fund:		TITLE 1 LEA Fund 111 Total:	\$0.00	\$0.00	\$74,189.99	(\$74,189.99)	9) \$0.00	(\$74,189.99) 0.00%
Fund:	140	TITLE II-IMPROV TEACHER QUAL(14/15) Fund 140 Total:	\$462,240.06	\$16,367.39	\$147,098.09	\$315,141.97	331,801.88	\$283,340.09 61.30%
Fund:	141	TITLE II-IMPROV TEACHER QUAL(15/16) Fund 141 Total:	\$0.00	\$0.00	\$12,188.85	(\$12,188.85)	5) \$0.00	(\$12,188.85)
Fund:	162	TITLE IV-A STUDENT SUPPORT & ACADEMIC I			000			Page: 1
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ol District No. 22

Humboldt Unified S

Humboldt Unified School District No. 22

			Bolat Office School District No. 22	District	40. 44			
Expe	nditure E	Expenditure Budget Balance Report	Š	Summary Only	From Date: 5/1/2021	2021	To Date: 5/	5/25/2021
Fiscal Year:	Year: 2020-2021	2021					ш	Budget Balance
Accour	Account Number / Description	escription	Budget R	Range To Date	OTY.	Balance	Encumbrance %	% Remaining Bud
		Fund 162 Total:	\$73,433.89	\$1,033.05	\$34,755.10	\$38,678.79	\$428.58	\$38,250.21
Fund:	190	TITLE III LEP PROGRAM Fund 190 Total:	\$79,763.79	\$13,165.83	\$32,756.63	\$47,007.16	\$10,510.61	52.09% \$36,496.55
Fund:	191	TITLE III LEP PROGRAM (FY20) Fund 191 Total:	\$83,234.19	\$0.00	\$752.87	\$82,481.32	\$0.00	45.76%
Fund:	195	TARGETED SUPPORT & IMPROVEMENT GRN1 Fund 195 Total:	\$82,778.86	\$0.00	\$11,801.31	\$70,977.55	\$0.00	\$70,977.55
Fund:	196	TARGETED SUPPORT & IMPROVEMENT GRN1						85.74%
Fund:	220	Fund 196 Total: IDEA - BASIC - ENT	\$42,500.00	\$0.00	\$3,641.83	\$38,858.17	\$0.00	\$38,858.17 91.43%
		Fund 220 Total:	\$1,425,839.75	\$81,610.27	\$834,645.65	\$591,194.10	\$113,867.06	\$477,327.04 33.48%
Fund:	221	IDEA - PRESCHOOL GRANT Fund 221 Total:	\$57,988.39	\$2,617.72	\$26,390.34	\$31,598.05	\$2,212.65	\$29,385.40
Fund:	260	CTE BASIC GRANT Fund 260 Total:	\$144,919.61	\$0.00	\$8,546.99	\$136,372.62	\$0.00	\$136,372.62
Fund:	261	CTE BASIC GRANT Fund 261 Total:	\$0.00	\$2,093.04	\$22,256,31	(\$22,256.31)	\$6,902.36	94.10% (\$29,158.67)
Fund:	290	MEDICAID OUTREACH Fund 290 Total:	\$28,739.68	\$295.11	\$23,300.57	\$5,439.11	\$859,12	0.00%
Fund:	291	MEDICAID DIRECT Fund 291 Total:	\$586,479.66	\$91,071.91	\$628,495.82	(\$42,016.16)	\$15,079.97	15.94% (\$57,096.13)
Fund:	326	ESSER Fund 326 Total:	\$1,166,388.53	\$46,777.63	\$740,450.87	\$425,937.66	\$124,905.75	-9.74%
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		Humboldt Unified 5		ol District No. 22	0. 22			
Fxnen	diture Bud	Expenditure Budget Balance Report	Š	Summary Only	From Date: 5/1/2021	2021	To Date: 5/2	5/25/20z1 Budget Balance
Fiscal Ye	Fiscal Year: 2020-2021) _	Rudaet R	Range To Date	YTD	Balance	Encumbrance %	% Remaining Bud
Account §	Account Number / Description	ription						25.81%
Fund:	328	ESG Enrimnt Stablz Fund 328 Total:	\$0.00	\$0.00	\$2,212,730.99	(\$2,212,730.99)	\$0.00	(\$2,212,730.99) 0.00%
Fund:	336	ESSER II Fund 33 6 Total :	\$4,801,577.92	\$0.00	\$0.00	\$4,801,577.92	\$0.00	\$4,801,577.92 100.00%
Fund:	349	NAT'L FOREST FEES Fund 349 Total:	\$1,895,147.73	\$243,028.48	\$953,039.03	\$942,108.70	\$272,905.44	\$669,203.26 35.31%
Fund:	353	TAYLOR GRAZING Fund 353 Total:	\$32,083.56	\$0.00	\$4,139.84	\$27,943.72	\$0.00	\$27,943.72 87.10%
Fund:	374	E-RATE Fund 374 Total:	\$0.00	\$0.00	\$19,789.00	(\$19,789.00)	\$0.00	(\$19,789.00)
Fund:	400	CTE PRIORITY PROGRAM Fund 400 Total:	\$26,679.44	\$211.00	\$7,296.77	\$19,382.67	7 \$6,419.97	7 \$12,962.70 48.59%
Fund:	450	GIFTED Fund 450 Total:	\$5,009.74	\$0.00	\$0.00	\$5,009.74	\$0.00	\$5,009.74 100.00%
Fund:	456	COLLEGE CREDIT BY EXAMINATION INCENTIN Fund 456 Total:	\$21,596.43	\$0.00	\$0.00	\$21,596.43	3 \$0.00	0 \$21,596.43 100.00%
Fund:	457	RESULTS - BASED FUNDING Fund 457 Total:	(\$105,457.29)	\$55.12	\$76,478.19	(\$181,935.48)	8) \$0.00	00 (\$181,935.48) 172.52%
Fund:	483	SCHL SAFETY EXPANSION Fund 483 Total:	\$69,710.40	\$0.00	\$5,843.03	\$63,867.37	37 \$0.00	30 \$63,867.37 91.62%
Fund:	485	WRP Fund 485 Total:	\$258,454.17	\$14,603.91	\$195,733.17	7 \$62,721.00	00 \$34,558.51	\$28,162. ⁴
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Humboldt Unified School District No. 22

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Expe	nditure B	Expenditure Budget Balance Report	ice Report	2	Summary Only	From Date: 5/1/2021	2021	To Date: 5/	5/25/2021
Fiscal)	Fiscal Year: 2020-2021	:021						u	Budget Balance
Account	Account Number / Description	scription		Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund:	499	RURAL ASSISTANCE Fund 499	STANCE Fund 499 Total:	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	₩
Fund:	200	SCH PLANT- > 1 YR Fund 50	- > 1 YR Fund 500 Total:	\$77,362.74	\$0.00	\$37,029.60	\$40,333.14	\$51,395.27	100.00%
Fund:	510	FOOD SERVICE	1CE Fund 510 Total:	\$2,722,659.81	\$245,620.22	\$2,098,199.79	\$624,460.02	\$336,335.37	-14.30%
Fund:	515	CIVIC CENTER	ER Fund 515 Total:	\$11,164.54	\$2,016.51	\$30,338.51	(\$19,173.97)	\$10,018.37	10.58% (\$29,192.34)
Fund:	517	BUS RENTAL	L Fund 517 Total:	\$0.00	\$7,519.59	\$7,519.59	(\$7,519.59)	\$3,480.41	-261.47% (\$11,000.00)
Fund:	522	BEFORE/AFTI	BEFORE/AFTER SCHOOL PROGRAM Fund 522 Total:	\$0.00	\$5,456.87	\$56,088.94	(\$56,088.94)	\$3,016.27	0.00%
Fund:	523	BRIGHT FUTL	BRIGHT FUTURES PRESCHOOL Fund 523 Total:	\$0.00	\$229.19	\$5,435.58	(\$5,435.58)	\$864.41	0.00%
Fund:	525	AUX OPERATIONS Fund 5	TIONS Fund 525 Total:	\$0.00	\$43,677.42	\$153,913.36	(\$153,913.36)	\$14,195.69	0.00%
Fund:	526	ACT FEES TAX CRED Fund 526	AX CRED Fund 526 Total:	\$0.00	\$15,733.85	\$82,175.29	(\$82,175.29)	\$8,938.03	0.00%
Fund:	530	GIFTS & DONATIONS Fund 530	NATIONS Fund 530 Total:	\$0.00	\$2,822.49	\$63,501.35	(\$63,501.35)	\$6,195.20	0.00%
Fund:	550	INSURANCE PROCEEDS Fund 550 Tot	: PROCEEDS Fund 550 Total:	\$63,100.60	\$1,000.00	\$17,582.03	\$45,518.57	\$4,000.00	\$41,518.57
Fund:	551	INSURANCE - AEI	AEI						%08.59
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Expen	diture Bu	Expenditure Budget Balance Report	S	Summary Only	From Date: 5/1/2021	021	To Date:	5/25/2021 Budget Balance	
Fiscal Ye	Fiscal Year: 2020-2021	2			i,	9		% Remaining Bud	
Account I	Account Number / Description	ription	Budget Ra	Range To Date	ATD	Balance	Encumbrance	% Relitativity	, 1
		Fund 551 Total:	\$7,222.86	\$535.84	\$6,141.99	\$1,080.87	\$1,071.82	\$9.05 0.13%	%
Fund:	555	TEXTBOOKS Fund 555 Total:	\$0.00	\$0.00	\$2,999.60	(\$2,999.60)	\$0.00	00 (\$2,999.60) 0.00%	(0)
Fund:	565	LITIGATION RECOVERY Fund 565 Total:	\$1,445.00	\$0.00	\$0.00	\$1,445.00	\$0.00	30 \$1,445.00 100.00%	00
Fund;	570	INDIRECT COSTS Fund 570 Total:	\$842,815.66	\$58,593.44	\$645,815.35	\$197,000.31	\$153,666.31	31 \$43,334.00 5.14%	.00
Fund:	969	JTED - MTN. INSTITUTE Fund 596 Total:	\$1,051,306.66	\$48,438.75	\$254,455.60	\$796,851.06	\$78,341.33	33 \$718,509.73 68.34%	.73
Fund:	597	CTE CREDENTIAL INCENTIVE Fund 597 Total:	\$38,000.00	\$3,422.00	\$3,422.00	\$34,578.00	\$2,094.75	75 \$32,483.25 85,48%	.25
Fund:	610	CAPITAL OUTLAY Fund 610 Total:	\$3,502,134.00	\$59,514.15	\$850,105.84	\$2,652,028.16	\$327,293.55	.55 \$2,324,734.61 66.38%	.61
Fund:	630	BOND BUILDING Fund 630 Total:	\$124,073.75	\$0.00	\$0.00	\$124,073.75	\$ \$19,240.31	.31 \$104,833.44 84.49%	.44
Fund:	665	ENERGY REBATES Fund 665 Total:	\$352,641.58	\$352,641.58	\$352,641.58	\$0.00		0.00	\$0.00
Fund:	691	BUILDING RENEWAL GRANT - SFB Fund 691 Total:	\$3,697,521.03	\$783,403.35	\$1,625,620.33	\$2,071,900.70	0 \$1,975,090.64	\$96\$	810.06 2.62%
Fund:	700	DEBT SERVICE FUNDS Fund 700 Total:	\$0.00	\$0.00	\$571,331.15	(\$571,331.15)		\$0.00 (\$571,331.15) 0.00%	(31.15) 0.00%
Fund:	850	STUDENT ACTIVITIES Fund 850 Total:	\$0.00	\$2,240.35	\$8,826.67	(\$8,826.67)	7) \$2,016.48	3.48 (\$10,843.15)	1.15)
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Expe	nditure E	Expenditure Budget Balance Report		Summary Only	From Date: 5/1/2021	1/2021	To Date:	5/25/2021
Fiscal \	iscal Year: 2020-2021	:021						Budget Balance
Account	Account Number / Description	scription	Budget	Range To Date	YTD	Balance	Encumbrance	Encumbrance % Remaining Bud
								0.00%
Fund:	855	EMPLOYEE INSURANCE						
		Fund 855 Total:	\$0.00	\$5,358.58	\$65,644.18	(\$65,644.18)	\$21,957.26	6 (\$87,601.44)
								%00.0
		Grand Total:	\$63,117,104.24		\$5,385,154.80 \$42,297,131.85 \$20,819,972.39	\$20,819,972.39	\$8,808,659,94	4 \$12,011,312.45
								19,03%

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CONSENT Item 8E.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item #86

FROM:

Roger Studley, Finance Director

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Student Activities - Board Report

Action

Consent X

OBJECTIVE:

Goal # 2: Planning for Future Student Needs

SUPPORTING DATA:

Attached is the monthly Student Activity Report.

This report summarizes student activities (club) expenditures and current encumbrances per fund.

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

The report adds Revenue to the Beginning Balance then subtracts Expenses to show the current cash Balance in each club. Then Encumbrances are subtracted from the Balance to show the Available Cash per club.

SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes

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

May 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	-	137	1,457	_	1,457
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	-	50	135	27	108
Student Council	3,883	1,620	2,035	3,468	53	3,415
Mountian View 132						
Student Council	1,728	-	-	1,728	-	1,728
Subtotal ES	20,542	1,798	2,222	20,118	80	20,038
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	1,637	4,341	559	3,783
Subtotal MS		100				
Brad Mntn HS 230	11,793	185	1,637	10,342	559	9,783
Art	352	_		352		352
AVID	342			342	-	342
Baseball	20	 -		20		
DECA	633	450	925	158	-	20
FBLA	252	450	925	252		158
French Club	33			33		252
G.O.A.L.S Club	61	<u> </u>		61		33
Girls Basketball	216			216		61
HOSA/Nursing	4,579				-	216
HOSA/SportsMedicine	1,224	1,148	1,257	4,579		4,579
Interact	3,193	-	87	1,116	- 212	1,116
JROTC	1,536	300	293	3,106	213	2,893
Mu Alpha Theta	170	-	- 295	1,543 170		1,543
Ntl Art Honor Society	434	536	465	504		170
Ntl Honor Society	2,202		245			504
P.A.L.S.		377		1,957	227	1,957
Student Council	2,102 3,616	955	473	2,005	327	1,678
Upward Bound	3,010		1,223	3,348	838	2,511
		-		37		37
Subtotal HS	21,002	3,765	4,968	19,799	1,377	18,422
Interest To Date: TOTAL Student		216				
Activities	53,337	5,964	8,827	50,475	2,016	48,458

CONSENT Item 8F.

Ratification of Expenditures

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item # 95

FROM:

Kort Miner, Executive Director of Operations

Reading

DATE:

Tuesday, June 8, 2021

Discuss

SUBJECT:

Ratifications of Expenditures for Contracts / Work Agreements

Action

& Supplementals

Consent

Χ

OBJECTIVE:

Board Governance

SUPPORTING DATA:

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

Sample Motion:

I move to approve the ratification of all Contracts, Work Agreements and Supplementals from May 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 05-05-2021 – 06/02/2021

Jmp 06/02/2021

Contract Type	Name	Contract Status	Primary Job Title	Check Location	Hire Date
CLASSIFIED	BLUMSTEIN, BENJAMIN J	Accepted	LEAD MAINT CUST	LTS	10/19/2020
CLASSIFIED	DAVIS THOMPSON, KRISTINA	Accepted	ADMIN SECRETARY	BMHS-W	12/13/2019
CERTIFIED	DAVIS, KATHERINE A	Accepted	TEACHER	LTS	9/28/2012
OVERLOAD 4TH	DEASO, ROBERTA R	Accepted	TEACHER	MVES	8/1/2016
QUARTER					
OVERLOAD 4TH	PORTILLO, MARVIN J	Accepted	TEACHER	BMHS-W	7/27/2020
QUARTER					
CERTIFIED	RUSHTON, ELIZABETH D	Accepted	INSTRUCTIONAL SPECIALIST	GES	8/2/2006
CLASSIFIED	WALLACE, CAMRON L	Published	LEAD MAINT CUST	BMMS	3/22/2021
CLASSIFIED	WOOLLEY, SCOTT R	Accepted	СОАСН	SUB COACH	10/2/2013

CONSENT Item 8G.

2021-22 Stipend Schedule

TO:

Humboldt Unified School District Governing Board

Item #&G

FROM:

Kort Miner, Executive Director of Operations/HR

Reading

DATE:

June 8, 2021

Discuss

Consent X

SUBJECT:

Approval of the 2021-22 Stipend Schedule

Action

OBJECTIVE:

Board Governance

SUPPORTING DATA

1 - Fundraising and tax credit have been an issue with a lot of our programs during the Covid outbreak. The attached stipend schedule includes clarification and consideration of this. Per our conversations with Heinfeld and Meech, tax credit and auxiliary accounts can be combined with Board approval. By approving "Tax Credit/Auxiliary" in the Funding Source category in the Stipend Schedule, programs will be able to combine accounts when absolutely necessary.

Please note, the only changes are in funding source and they are below:

- "Tax Credit/Auxiliary"
- 2 In order to help with recruitment during Covid and to stay competitive with surrounding school districts, HUSD is requesting an increase in the Title 1 Summer School Coordinator and the Title 1 Summer School Teacher for the summer of 2020-2021 only.

SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the 2021-22 Stipend Schedule.

Sample Motion

I move to approve the attached 2021-22 Stipend Schedule for the 2021-22 school year.

Approved for transmittal to the Governing Board:

John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations/HR, 759-4006

Mr/

\$ 2,940.00	4 -	M/O	Per Trigger#	Marching Band Assistant - High School (45+ students)
	_	M/O		Choir Director - High School Marching Rand Director - High School
	4	M/O	1 per building	*MS Choir stipend requires minimum of six (6) after school and/or evening events per year.
	4	M/O	1 per building	*MS Band stippend requires minimum of six (6) after school and/or evening events per year.
				(School Year)
	4	M/O	Per Trigger #	Cheer Coach - Assistant
- 11	2	M/O	_	
				CHEER (Fall Season/Winter Season) (2 seasons)
1 18	ω	Tax Credit/Auxilary	Per Trigger#	Golf - Assistant Coach
	2	M/O		Golf - Head Coach Girls
11	2	M/O	-2	Golf - Head Coach Boys
	ω	Tax Credit/Auxilary	Per Trigger#	CHIII - PASISIANI ANGOLI
1	2	M/O	_	Swim - Head Coach
				SWIMMING (Fall Season)
	ω	Tax Credit/Auxilan	Per Trigger#	Tennis - Assistant Coach
69 4	2	M/O		Tennis Girls - Head Coach
4	2	M/O	-2	
+				TENNIS (Spring Season)
69	4			Cross Country - Combined Boys and Girls Coach - MS
59 6	۸ س	Tax Credit/Auxilan	Per Trigger #	Cross Country - Assistant Coach - HS
+	s	5	-	Cross Country - Head Coach
H				(Eall Charles)
+	O	Tax Credit/Auxilary	Per Irigger#	AND THE PROPERTY OF THE PROPER
1	4	M/O		Concer - Cumpined Girls Coach - Mis
Ш	4	M/O		Soccer - Combined Boys Girls- MS
69 6	ယ	M/O		Soccer Girls - JV Coach
A G	u cu	M/O	1 er mgger#	Soccer Boys - JV Coach
1	0 00	M/O		Soccer - Assistant Coach - HS
€9	2	M/O	-	Soccer Boys - Head Coach
-				SOCCER (Winter Season)
₩	CT1	Tax Credit/Auxilan	Per Trigger#	Track - Assistant Coach - Elementary
	σı (Tax Credit/Auxilan	1 per building	March-Maya Track - Coach - Elementary
	ω l	Tax Credit/Auxilan	Per Trigger#	-
	4 4	MO	1 per building	Track Girls - MS
1	<u>ـ</u> ω	Tax Credit/Auxilary	Per Trigger#	Track Boys - MS
1	ω	M/O	2	Track Assistant Coach - HS
	2	M/O		Track - Head Coach
- 1				TRACK (Spring Season)
1				
ı	٥	100		

21-22 Board Approved Stipend Schedule

	Ahoto Dissolat Rismontati						
	*Elementary Choir stipend requires minimum of three (3) after school and/or evening events per year.	1 per building	M/O	OI	\$ 612,50	\$ 796.25	\$ 980.00
STUDENT COUNCIL (School Year)							
	Student Council Advisor - High School		M/O	ω	\$ 1.837.50	\$ 238875	\$ 2,940,00
	Student Council Advisor - Middle School	1 per building	M/O	4	۔ا ــ	_	- 1
	Student Council Advisor - Elementary	1 per building	M/O	σι.	1 1	\$ 796.25	1 1
YEARBOOK (School Year)							
	Yearbook Advisor - High School	>	M/O	ω	\$ 1,837.50	2,388,75	\$ 2,940.00
	Yearbook Advisor - Middle School	1 per building	M/O	ъ	\$ 612,50	\$ 796.25	\$ 980.00
DRAMA (School Year)							
	Drama Advisor - High School	4	Mio		\$ 2 940 00	\$ 3 833 00	00 007
	*HS Drama stipend requires minimum of ten (10) after school and/or evening events per year.		100	-		0,022,00	4,704.00
	Drama Technical Advisory - HS	1	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	This Urama lech supend requires minimum of eight (8) after school and/or evening events per year.						1
	*MS Prama chinard vanition minimum of six (6) after a blood and the sure of th	1 per building	M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
HIGH SCHOOL (School Year)	mo crama superior requires infillitatif of six (o) after sotion affator evening events per year,						
	Advanced Ed - Co-Chair	2	M/O	ω	\$ 1,837.50	\$ 2,388.75	\$ 2.940.00
	CTSC Advisor - High School (Deca (1), Skills (1), HOSA (2) Thespian (1)	C	JTED		1,850.00	-	1 1
	AVID Coordinator - High School	1 per core class	M/O	s ω	1,837.50	\$ 2,388.75	\$ 2,940.00
	Department Chair (except LA, Math, Science, Social Studies) - High School	1 ner denartment	N O	0 4	\$ 1,007.00	_	\$ 1,940.00
	Graduation Sponsor - High School		M/O	с п .		-	- 1
	Prom Sponsor - High School	->	M/O	σı		796.25	Ш
	Calculus Comp Instructor		M/O	4	\$ 1,225.00	\$ 1,592.50	\$ 1,960.00
	Link Advisor (3)	ـ د	Yavapar College/ Embry-Riddle	-mbry-Riddle	N		
		c	1 2 3 5		\$ 012.30		
MIDDLE SCHOOL (School Yr.)							
	Athletic Director - Middle School	1 per building	M/O	4	\$ 1.225.00	\$ 159250	\$ 1.960.00
	Reading Counts - Middle School	1 per building	M/O	σ	\$ 612.50	796.25	I.
	Student Advisor Group Leader - Middle School	6	MGI Grant	other			Н
	leam Leader - Middle School		M/O	5		1,592.50	\$ 1,960.00
	GHMS (4)	7th,8th,Elective					1.0
	LTS (1)	7/8 Combo)rs				
	AVID Coordinator - Middle School	1 per building	M/O		\$ 1,850.00		
ELEMENTARY SCHOOL (School Yr.)	and with Principal application is paid a fixed to 12.30 from Tax Credit as available and with Principal applications.	pproval.	Tax Credit		\$ 612.50		
	Child Study Coordinator - Flementary	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					1 1
	Reading Counts - Elementary	1 per building	MO	4 n	\$ 1,225.00	7,592,50	\$ 1,960.00
	AVID Coordinator - Elementary	1 per building	M N	c	\$ 1850.00	+	980.00
	"Clubs" stipend to be paid a fixed \$612.50 from Tax Credit as available and with Principal approval.				4 ,000,00		
TRIGGERS	A sports learn with <10stinend= 1/2 nay rate						
	A sports team with 24+assistant coach (Tax Credit)						
	A sports team with 48+second assistant coach (Tax Credit)						
	A high school dept, head with <6 = 1/2 pay scale						
ACADEMIC ADVISORS							

Credit Funds, ex	triggers will be paid from Tax Credit Funds, except as listed above.	nt.	Continuous years of in-house experience in a "position type" will count for horizontal movement. Head high school coaches new to the District may be granted up to five (5) years credit for coaching experience in the same sport at previous schools.	
sistants will be proceed to coach. Assista	the coach. 3) Elementary assistants will be paid at the same level as the elementary coach. Assistants based on		*Funding sources may vary	
tegory 2 head co	High school assistants for Category 2 head coaches and middle level assistants will be paid one (1) step lower than			GIIIDEI INES
y 1 head coaches igh school head	school assistants for Category 1 head coaches will be paid two (2) steps lower than the high school head coache. 2)			
	M/O	1/x of Salary	ciass Overload, Other	
	M/O	1/7 of Salary	Class Overload: Elementary School	
	M/O	1/5 of Salary	Class Overload: Middle School	
	M/O	1/5 of Salary	Class Overload: High School	OVERLOADS
\$2,500/Year	M/O	1 Per District	Bus Trainer	Bus Trainer
\$ 75.00	Misc Grts		TUSD Fresenters Hair Day - (3-4nrs) Team Fresenters (each)	
\$ 150.00	Misc Grts		HUSD Presenters Full Day - (6-8hrs) Team Presenters (each)	
\$ 100.00	Misc Grts		HUSD Presenters Half Day - (3-4hrs) Individual Teacher	
,,	Misc Grts		HUSD Presenters Full Day - (6-8hrs) Individual Teacher	
Ш			Teacher - Participant Half Day - (3-4hrs)	
\$ 100.00	Misc Grts		Teacher - Participant Full Day - (6-8hrs)	CURRICULUM DEVELOPMENT
				PROFESSIONAL DEVELOPMENT/
	Title 1		Title One - Summer School Teacher	
\$ 100.00	Title 1		Title One - Summer School Assessment Coordinator	
	Title 1	<u> </u>	Title One - Summer School Coordinator	
	Signature Prom	2 - CSES	21st Century Advisors - Signature Program	
\$ 2500.00	Signature Prom	1 - LVES	Gifted Coach - Signature Program	
\$ 6,000.00	Taylor Grazing 353		Procurement Compliance Coordinator	
\$ 1,000.00	SBED 220	A	Speech Supervision	
\$ 2,500.00	SPED 220	×	Special Editication Mentor	
\$ 2,500.00	SPED 220		Psych Intern Supervisor	
\$ 2,500.00	SPED 220	1	Lead Psych	
	SPED 220	1	Lead Speech	
\$ 2,500.00	M/O	1	Lead Nurse	
\$ 2,000.00	JTED/CTE	1	Nursing Program Coordinator	
	JTED/CTE	-	CTE Director Extended Contract	
\$ 6,000,00	YUEBT		District Insurance Liaison/ACA	
9 4 5 000 00	MOCTIO III		District ELD Coordinator	CURRICULUM COORDINATORS
\$ 1,250.00	M/O	2		Instructional Specialist Tech Support
\$ 2,500.00	M/O	ယ	District Psychologist	Psychologist Stipend (Caseload)
		ear	no courserors requires a minimum orten (10) after school and/or evening events per year	
4 0,000,00			TO College Position of the 10 office of the 11 office of	

CONSENT Item 8H.

M&O Budget for 2021-22 FY

TO:

Humboldt Unified School District Governing Board

Item #87

FROM:

Roger Studley, Chief Financial Officer

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Authorization of line item level M&O expenditures in

Action

excess of budget, but within the total M&O budget.

Consent >

X

OBJECTIVE:

Housekeeping

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

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

It is recommended that the Governing Board approve the resolution.

Sample Motion:

I move to approve the resolution to authorize excess expenditures within sub-sections of the Maintenance and Operations budget for fiscal year 2021-22, with the understanding that the Maintenance and Operations budget must not exceed the total amount adopted.)

Approved for transmittal to the Governing Board:

Mr John Pothast, Superintendent

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

Humboldt Unified School District #22

In accordance with A.R.S. 15-905-G, the Governing Board of said school district, authorizes excess expenditures within sub-sections (Programs) 100, 200, 300, 400, 600, 700, and 900 of the Maintenance and Operation budget for fiscal year 2021-22. It is understood that even with these adjustments, the total Maintenance and Operation budget will not exceed the adopted budget limit.

Approval was granted at a meeting held on this date: June 8, 2021.

CONSENT Item 8I.

HUSD Supplemental Wage Schedule

TO:

Humboldt Unified School District Governing Board

Item #35

FROM:

Kort Miner, Executive Director of Operations

Reading

DATE:

Tuesday, June 8, 2021

Discuss

SUBJECT:

Approval of HUSD Supplemental Wage Schedule

Action

Consent

Х

OBJECTIVE:

Board Governance

SUPPORTING DATA:

This is the approval of the HUSD Supplemental Wage Schedule for the 2021-2022 school year with two revisions.

- 1 HUSD has been offering early kinder testing for the last several years, the administration is requesting a rate of pay that is equivalent to the scope of work for the screening.
- 2 In order to help with recruitment during Covid and to stay competitive with surrounding school districts, HUSD is requesting an increase in the Summer School Instructor for the summer of 2020-2021 only.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the revised HUSD Supplemental Wage Schedule for the 2021-2022 school year.

Sample Motion:

I move to approve the revised HUSD Supplemental Wage Schedule for the 2021-2022 school 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)

2021-2022 HUSD SU	PPLEMENTAL	WAGE	SCHEDUL	2021-2022 HUSD SUPPLEMENTAL WAGE SCHEDULE (Board Approved on XX/XX/XXXX)
Position	Rate	Per		Notes
After School Detention	\$15.00	Hour	Certified	
After School Detention	Hrly Rate	Hour	Classified	
Catering - Civic	1.5 @ Hrly	Hour	Classified	
Class Coverage - Elementary	\$11.00	Period	Certified	Based on \$15.00 per hour
Class Coverage - High School	\$13.75	Period	Certified	Based on \$15.00 per hour
Class Coverage - LTS (K-8)	\$17.50	Period	Certified	Based on \$15.00 per hour
Class Coverage - Middle	\$12.50	Period	Certified	Based on \$15.00 per hour
Class Coverage - Other	\$15.00	Hour	Certified	Based on \$15.00 per hour
IEP Compliance/Caseload Support	\$25.00	Hour	Certified	
Kindergarten Early Screening	\$100.00	Day		
CTE Grant Supplemental Activities	\$25.00		Class/Cert	Teacher/Nurse Paid w/CTE funds
Custodian - Civic	\$25.00	Hour	Position	Based on \$15.00 per hour
Parental involvement	\$25.00	Hour	Certified	Incl. Nurse Paid w/Title 1 Funds
Parental Involvement	\$15.00	Hour	Classified	Paid w/Title I Funds
Saturday School	\$15.00	Hour	Certified	
Saturday School	Hrly Rate	Hour	Classified	
Special Projects	Hourly Rate	Hour	Classified	
Student Worker - Athletics	\$12.15	Hour		Paid w/ General Athletic Auxilary Fund
Student Worker - Food	\$12.15	Hour		Paid w/ F&N Funds
Student Worker - SPED Transition	\$12.15	Hour		Paid w/ SPED Funds
Substitute Certified	\$91.13	Day	Certified	
Long-Term Certified Sub	\$105.00	Day	Certified	Starting at Day 11 after 10 consecutive days doing the same job.
Substitute Certified (Humboldt Elementary)	\$100.00	Day	Certified	
Substitute Classified	\$12.15	Hour	Classified	Entry Level Pay Per Hour Based On Job Category after 10 days
Nurse Substitute	\$95	Day	Classified	
Summer School - ESY (Instructor/Coordinator/Prep)	\$25.00	Hour	Certified	
Summer School - ESY (OT/PT/Speech)	Hrly Rate	Hour	Classified	
Summer School - ESY Aide	\$15.00	Hour	Classified	
Summer School - Title I Aide/Title I Admin Asst	\$12.50	Hour	Classified	
Summer School - Instructors	\$40.00	Hour	Certified	
Training - AZELLA Certification	\$25.00	Hour	Certified	
Training - CPI	Hourly Rate	Hour	Classified	
Translation / Interpreting - Certified	\$25.00	Hour	Certified	if performed off-contract hours

anslation / Interpreting - Classified	\$25.00	Hour	Classified	if performed off-contract hours
Tutoring	\$25.00	Hour	_	
Tutoring	\$15.00	Hour	Classified	
Tutoring - AVID	\$12.15	Hour	Class/Cert	
Adult English Tutor	\$25.00	Hour	Class/Cert	Class/Cert Paid with Title III monies
7				
Tiples College / Halland	-			
	200.00	בעפוונ	Certified	Paid W/ General Athletics Auxiliary Funds
Announcer	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Scoreboard	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Chain Crew	\$35.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Security	\$35.00	Event	Certified	
Team Liaison	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
JV/Freshman Football*				The state of the s
Ticket Seller / Taker	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Announcer	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Scoreboard	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Chain Crew	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Security	\$30.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Volleyball (Varsity, JV, and Freshman Games)*				
Ticket Seller / Taker	\$40.00	Event	Certified	
Announcer / Scoreboard	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School)
Libero Tracker	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
Security	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. Paid w/General Athletics Auxiliary Funds
Basketball (Varsity, JV, and Freshman Games)*				,
Ticket Seller / Taker	\$40.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Announcer	\$50.00	Event	Certified	Or \$20, \$15, \$15/game.
Scoreboard	\$50.00	Event	Certified	Or \$20, \$15, \$15/game. (\$30 Flat Fee for Middle School)
Security	\$50.00	Event	_	Or \$20, \$15, \$15/game.
Team Liaison	\$50.00	Event	Certified	Paid w/ General Athletics Auxiliary Funds
Soccer (JV, Varsity games)				
Ticket Seller / Taker	\$40.00	Event	Certified	Or \$20/game.
Scoreboard	\$40.00	Event	Certified	Or \$20/game.

	Cross Country/Golf				Baseball/Softball*				Track				Wrestling (V	
Security	try/Golf	Security	Ticket Seller / Taker	Announcer	ftball*	Event Judge	Timer	Announcer		Security	Scoreboard	Ticket Seller / Taker	Wrestling (Varsity, JV, and Freshman Matches)	Security
\$50.00		\$35.00	\$25.00	\$25.00		\$40.00	\$40.00	\$40.00		\$40.00	\$40.00	\$40.00		\$40.00
Event		Event	Event	Event		Event	Event	Event		Event	Event	Event		Event
Certified		Certified	Certified	Certified		Certified	Certified	Certified		Certified	Certified	Certified		Certified
Paid w/ General Athletics Auxiliary Funds		Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds		Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds		Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds	Paid w/ General Athletics Auxiliary Funds		Or \$20/game. Paid w/General Athletics Auxiliary Funds

CONSENT Item 8J.

Substitute Consolidation Services from YCES

TO:

Humboldt Unified School District Governing Board

Item # 855

FROM:

Kort Miner, Executive Director of Operations/HR

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Substitute Consolidation Service Agreements - Ready Sub

Action

Consent

OBJECTIVE:

Board Governance

SUPPORTING DATA

This IGA is the continuation of our partnership with the Yavapai County Educational Services Agency (YCESA) in conjunction with Educational Services, Inc. (ESI), to perform substitute services for the District for the fiscal year 2021-22. The IGA's term is for one year and there is a termination clause that allows for a 90-day written notice specifying the termination of said services.

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

SUMMARY & RECOMMENDATION.

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

Sample Motion

I move to approve the agreement for substitute services with Yavapai County Education Service Agency

for the 2021-22 fiscal year.

Approved for transmittal to the Governing Board:

Mr John Pothast, Superintendent

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

FISCAL YEAR 2021-22 INTERGOVERNMENTAL AGREEMENT FOR SUBSTITUTE TEACHER CONSOLIDATION SERVICES BETWEEN HUMBOLDT UNIFIED SCHOOL DISTRICT #22 AND YAVAPAI COUNTY

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

RECITALS

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

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

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

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

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

AGREEMENT

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

1. <u>Duration/Term</u>. This IGA's term is for one (1) year and shall be effective from July 1, 2021, through June 30, 2022, for Fiscal Year or School Year 2021-22.

2. Termination.

Page 1 of 11
Fiscal Year 2021-22 IGA between Humboldt Unified School District #22 and YCESA for Substitute Teacher Consolidation Services

- **2.1 Termination by Mutual Agreement.** This IGA may be terminated at any time by mutual agreement of the Parties.
- 2.2 Termination for Convenience/Termination Without Cause. Either Party may terminate this IGA with ninety (90) days advance written notice specifying the termination date.
- 2.3 Termination for Breach. In the event of a material breach, default, or violation of any term or condition of this IGA by any Party, the Party claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the breaching Party's receipt of notice, this IGA shall terminate, at the option of the Party alleging such breach.
- 2.4 Immediate Termination by YCESA. This IGA may be terminated prior to its expiration, at the election of YCESA, without penalty or prejudice to YCESA, immediately upon written notice by YCESA to DISTRICT upon the occurrence of the following events:
 - 2.4.1 Governmental emergency action that lasts for more than fourteen (14) days that makes it impracticable for YCESA to perform its obligations under this IGA;
 - 2.4.2 Changes to applicable laws and regulations that make it impracticable for YCESA to perform its obligations under this IGA; or
 - 2.4.3 Any event or action that makes it impracticable for YCESA to perform its obligations under this IGA.
- 2.5 Cancellation for Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
- 2.6 Any termination or cancellation of this IGA shall not relieve the Parties of their respective obligations, including costs of goods or services actually provided prior to the effective date of the termination.
- 3. <u>Purpose</u>. The purpose of this IGA is that YCESA shall provide assistance to DISTRICT to increase substitute teacher fill rates in an effort to lower costs related thereto. This IGA and the Yavapai County substitute teacher consolidation partnership are intended to support and enhance student achievement by providing DISTRICT with efficient coordination and placement of substitute teachers.
- 4. Scope of Work: Services Provided by YCESA. YCESA shall provide the following

1

services to DISTRICT:

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

Page 3 of 11
Fiscal Year 2021-22 IGA between Humboldt Unified School District #22 and YCESA for Substitute Teacher Consolidation Services

1

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

governmental entities and this IGA's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either Party's obligations under this IGA, then the affected Party shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this IGA shall automatically expire without penalty to either Party, except that the Parties are still responsible for their obligations and costs incurred prior to any expiration of this IGA. If either Party's allocation of funds is reduced, then the scope of this IGA may be reduced, if appropriate, or this IGA may be cancelled without further duty or obligation, except that the Parties are still responsible for their obligations and costs incurred prior to any cancellation of this IGA.

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

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

If to DISTRICT to:

Humboldt Unified School District #22

Attn: John Pothast

6411 N Robert Road

Prescott Valley, Arizona 86314

If to YCESA to:

Yavapai County School Superintendent

Attn: Tim Carter

2970 Centerpointe East Drive

Prescott, AZ 86301

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

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

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

regulations that do not materially affect DISTRICT's obligations under this IGA during the Term of this IGA will apply but will not require an Amendment.

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

This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this IGA must be in writing and signed by all Parties.

- 36. Counterparts and Electronic Signatures. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this IGA through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this IGA on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this IGA, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
- 37. <u>Legal Agreement</u>. This IGA is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this IGA, each person signing this IGA represents and warrants that he or she is duly authorized and has the legal capacity to execute this IGA and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

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

DISTRICT: Humboldt Unified School District #22

Signature of Governing Board President	Date:	
Printed Name		
Signature of Governing Board Member	Date:	
Printed Name		

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Fiscal Year 2021-22 IGA between Humboldt Unified School District #22 and YCESA for Substitute Teacher Consolidation Services

	Date:
Signature of Governing Board Member	
Printed Name	
	Date:
Signature of Governing Board Member	
Printed Name	
G' CG ' D 1Marchan	Date:
Signature of Governing Board Member	
Printed Name	
has been reviewed by the undersigned attorn	nant to A.R.S. Section 11-952(D), the foregoing IGA ney for DISTRICT, who has determined that this IGA and authority granted under the laws of the State of
Signature	Date:
Printed Name and Title/Law Firm Name	
YCESA: Yavapai County through the Yavapai County Education Service Agency	apai County School Superintendent also known as the
	Date:
Tim Carter Yavapai County School Superintendent	

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Fiscal Year 2021-22 IGA between Humboldt Unified School District #22 and YCESA for Substitute Teacher Consolidation Services

APPROVED BY:
Date:
Craig L. Brown, Chairman
Yavapai County Board of Supervisors
ATTEST:
Kim Kapin, Clerk of the Board Yavapai County Board of Supervisors
DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for YCESA, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to YCESA.
Date: Joy L. Biedermann
Deputy Yavapai County Attorney

CONSENT Item 8K.

IGA with the Town of Prescott Valley

TO:

Humboldt Unified School District Governing Board

Item #8

FROM:

Dr. Rob Bueche, Executive Director of Educational

Reading

Services and Federal Programs

DATE:

June 8, 2021

Discuss

SUBJECT:

OBJECTIVE:

Intergovernmental Agreement with the Town of Prescott

Action

Valley and HUSD for School Resource Officer at Bradshaw

Consent

Mountain High School

Goal #2 - To Focus on Planning for Future Student Needs

SUPPORTING DATA:

Please find attached the Intergovernmental Agreement (IGA) between the Town of Prescott Valley and Humboldt Unified School District outlining the stipulations as it relates to the School Resource Officer at Bradshaw Mountain High School. Section 1 under "Terms of Agreement; Renewals," provides for automatic renewal should both parties agree to renew without amendment. The only change to the IGA from the previous school year was a change in salary in accordance with the employment contract held by the Prescott Valley Police Department for annual cost of living increase. This agreement is for one year beginning July 1, 2021, and ending June 30, 2024, unless expressed in writing from either party.

The agreement has been reviewed and approved by district legal counsel.

SUMMARY & RECOMMENDATION:

The Administration recommends acceptance and approval of the IGA between the Town of Prescott Valley and Humboldt Unified School District.

Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Prescott Valley Police Department for a School Resource Officer for the 2021-23 school year.

Approved for transmittal to the Governing Board:

Mf. John Pothast, Superintendent

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

INTERGOVERNMENTAL SERVICE AGREEMENT SCHOOL RESOURCE OFFICER

Humboldt Unified School District Town of Prescott Valley

THIS AGREEMENT, entered into this date, July 1, 2021, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter "Town"), and the HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, a unified school district and political subdivision of the State of Arizona (hereinafter "District");

WITNESSETH:

WHEREAS, ARS §15-341 (A)(5) authorizes school district governing boards to prescribe the curricula for promotion and graduation of pupils; and

WHEREAS, ARS §IS-341(A)(16) authorizes school district governing boards to provide for adequate supervision over pupils in instructional and non-instructional activities by certificated or non-certificated personnel; and

WHEREAS, ARS §9-240(B)(12) authorizes town councils to prescribe the powers and duties of police officers, and

WHEREAS, ARS § 11-952 authorizes two or more public agencies (including towns and school districts) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in § 11-952; and

WHEREAS, the District and the Town jointly participate in arranging for a School Resource Officer for Bradshaw Mountain High School who will provide law-related education as a guest instructor, in-service instruction to faculty and staff, attendance at school functions, and response to service calls during school hours; and

WHEREAS, the District Governing Board and the Town Council find that this Intergovernmental Service Agreement complies with each of the requirements of ARS § 11-952 and is otherwise consistent with the health, safety and welfare needs of the community;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto enter into this Intergovernmental Service Agreement as follows:

Section 1. TERMS OF AGREEMENT; RENEWALS.. The term of this IGA shall expire one year from July 1, 2021, with an automatic renewal for a successive one-year term for two additional years. However, either Party may provide written notice of its intent not to renew or continue the IGA for the subsequent year to the other Party no later than sixty (60) days prior to the end of the then-current term.

Section 2. PURPOSE. The purpose of this Intergovernmental Service Agreement is to continue the implementation of a School Resource Officer position in Bradshaw Mountain High School by arranging for one Town police officer to serve as School Resource Officer to, among other things, provide law-related education to students at Bradshaw Mountain High School as guest instructor, provide in-service instruction to the faculty and staff, attend school-related functions, and address calls for police

service from the schools during school hours that would normally require a response from regular patrol officers or respond to other needs as outlined by a Police supervisor.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The District shall -

- (a) provide necessary space for the assigned School Resource Officer, including a secured office space at Bradshaw Mountain High School;
- (b) coordinate scheduling with the assigned officer and his Town supervisor;
- (c) instruct teachers, administrators and staff on how to assist the School Resource officer as needed;
- (d) provide regular evaluations of the effectiveness and on-going needs of the officer;
- (e) provide the School Resource Officer with access to necessary audio-visual, computer and related equipment; and
- (f) provide the School Resource Officer with training that can enhance his ability to serve the students and staff.

The Town shall-

- (a) ensure through its Police Department that a qualified officer of its choice is made available as a School Resource Officer. In so doing, the Police Department shall make every effort to find qualified substitutes or make arrangements to reschedule classes if the officer is unavailable for any reason;
- (b) ensure that the assigned police officer is appropriately attired and present a professional image;
- (c) ensure that the assigned police officer is properly trained and oriented to fulfill the requirements of these positions;
- (d) allow the assigned police officers the time to
 - (1) properly prepare for classroom presentations;
 - (2) informally interact with pupils, outside of class; and
 - (3) participate in District staff orientation, faculty meetings, and in-service activities;
- (e) provide necessary supervision and evaluation of the assigned officers' performance so as to ensure an adequate level of performance; and
- (f) use funds provided by the District to defray the costs of providing these police officers to the District.

Section 4. BUDGETING AND FINANCING. The District and the Town shall each provide for its own costs under this Agreement, except that the District shall pay one half(1/2) the costs of salaries and benefits for one School Resource Officer. The District and the Town shall each include in their annual budgets the necessary appropriations to meet the cost of their respective performances hereunder.

In the event the salary and/or benefits of the officer are raised by the Town beyond customary increases to include cost of living, merit, and/or benefit increases during the term of this Agreement, any additional amounts shall be paid by the Town. Payments shall be made at times and in increments mutually agreed to by the parties, but no more often than quarterly.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatsoever, effective upon receipt of written notice. In the event of termination prior to the full term of this Agreement, if the District has paid to the Town the salary amount set forth in Section 4 above, the Town shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the District within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the District has not yet paid the salary amount set forth in Section 4 above, the District shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the Town within 60 calendar days.

Section 6. INDEMNIFICATION. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious / derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the Town's Police Department and the District Rather, the assigned personnel of the Town's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for purposes of workers compensation, ARS §23-1022(O) and (E) shall apply and the Town shall be solely liable for the payment of workers' compensation benefits for the assigned police officer providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

District:

Humboldt Unified School District No. 22

6411 North Robert Road Prescott Valley, AZ 86314 Attn: Superintendent

Town:

Prescott Valley Police Department

7601 E. Civic Circle Prescott Valley, AZ 86314

Attn: Police Chief

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT-OF-INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein.

Section 12. LEGAL ARIZONA WORKERS ACT COMPLIANCE. Both parties hereby warrant that they will at all times during the term of the Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §23-214 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the contract, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this Agreement verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

Section 13. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Arizona. The courts of the State of Arizona shall have jurisdiction over any action arising out of this IGA and over the parties, and the venue shall be the Yavapai County Superior Court, Yavapai County

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Service Agreement by and through their authorized representatives.

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (Town)

Kell Palguta, Mayor

ATTEST:

Fatima Fernandez, Town Clerk

The forgoing Intergovernmental Service Agreement has been submitted to me as Prescott Valley Town Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 of YAVAPAI COUNTY, ARIZONA, a unified school district and political subdivision of the State of Arizona, (District)

President, Governing Board

ATTEST:

Clerk, Governing Board

The forgoing Intergovernmental Service Agreement has been submitted to me as Attorney for the Humboldt Unified School District No. 22 of Yavapai County, Arizona, for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

Attorney for Humboldt U.S.D. #22

Deputy Yavapai County Attorney

CONSENT Item 8L.

HUSD and Good Samaritan Society

Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item# 8

FROM:

Dr. Rob Bueche, Executive Director of Educational Services

Reading

& Federal Programs

DATE:

June 8, 2021

Discuss

SUBJECT:

Agreement between HUSD and Good Samaritan Society

Action

Consent

X

OBJECTIVE:

Goal #2 - To Focus on Planning for Future Student Needs

SUPPORTING DATA:

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

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

Attached for your approval is the 2021-2022 agreement. New language is <u>underlined</u> and deleted language is <u>struck through</u>. The only changes were to the year of the agreement.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Good Samaritan Society, for the 2021-22 school year.

Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Good Samaritan Society, for the 2021-22 school year.

Approved for transmittal to the Governing Board:

Mr. John Powast, Superintendent

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





AFFILIATION AGREEMENT BETWEEN THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY AND

Humboldt Unified School District

FOR PROVISION OF LEARNING EXPERIENCES FOR STUDENTS IN

Certified Nursing Assistant Program (PRACTICE / DISCIPLINE)

THIS AGREEMENT is made effective 79/18/20210, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – Prescott Valley (hereinafter the "Society"), and Humboldt Unified School District (hereinafter the "District").

RECITALS

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

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

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

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

ARTICLE 1 DISTRICT COVENANTS

- 1.1. The District will supervise its Students during the Educational Experience at the Society. The District will provide Faculty to effectively implement and oversee the Educational Experience.
- 1.2. The District Faculty will retain responsibility for planning, directing and evaluating the Students' learning experience.
- 1.3. The District will provide appropriate orientation to Students and Faculty regarding the Society's policies and procedures, as well as all applicable federal, state and local laws.
- 1.4. The District will provide the Society a description of the goals of the Educational Experience for the Society's approval prior to beginning the learning experience. Implementation

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

- 1.5. The District will provide the Society with a list of Students who are participating in the Educational Experience and the dates of each Student's participation in the program. The District recognizes the Society's right to limit the number of Students participating in Educational Experiences at the facility at any given time.
- 1.6. The District will inform its Faculty and Students that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance (if professional liability insurance is not provided by the District.)
- 1.7. The District will maintain a record of Students' health examinations and current immunizations and shall obtain Student permission to submit data regarding their health status to the Society.
- 1.8. The District shall complete and maintain criminal background checks on all Students and Faculty participating in the Educational Experience. Each Student and Faculty shall provide such background check to the Society before participating in the Educational Experience.
- 1.9. The District and Student agree that any and all records and resident information utilized during the Educational Experience are confidential and will not be disclosed. The District shall obtain each Student's and Faculty member's signature on Exhibit A, HIPAA Compliance and Confidentiality Disclosure of Patient Information, and submit the original to the Society prior to a Student and/or Faculty member being allowed to participate in the Educational Experience. District shall ensure Students and Faculty complete training on the electronic medical record used by the Facility, if applicable, prior to the respective Student or Faculty participating in the Educational Experience.
- 1.10. The District shall provide information to Students that they are not covered by Workman's Compensation for injuries received in the clinical setting and that Students and Faculty must assume expenses for their own medical care.

ARTICLE 2 SOCIETY COVENANTS

- 2.1. The Society shall be responsible for the safety and quality of care provided to its Residents/Clients by the Students who are participating in the Educational Experience program at Society facilities, provided Students follow all applicable Society policies, procedures and federal, state and local laws.
- 2.2. The Society assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District Faculty and Students who are participating in the Educational Experience. The Society will permit District Faculty and Students who are participating to use the cafeteria on the same basis as Society employees.
- 2.3. When available, physical space such as conference rooms and classrooms of the Society may be used by District Students and Faculty who are participating in the Educational Experience.

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

1

ARTICLE 3 STUDENT COVENANTS

- 3.1 Students shall be properly attired in the District CNA uniform, at their own expense, before being allowed to participate in the Educational Experience.
- 3.2 Students will at all times wear an identification badge including their name and identifying the Student as a "Student of Bradshaw Mountain High School (District)".
- 3.3 Students will be required as a condition of their participation in the Educational Experience, to submit results of a health examination to the District to verify that no health problems exist which would jeopardize Student or Resident/Client welfare. The health examination shall include an update of required immunizations, including a Mantoux test. The District shall provide such results to the Society upon request.
- 3.4 Students will be encouraged to carry their own health insurance.
- 3.5 Students will be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the District.

ARTICLE 4 MUTUAL COVENANTS

- 4.1. Educational Experience Program Design. District and Society will be jointly responsible for communications necessary regarding the planning, development, implementation and evaluation of the Educational Experience regarding changes in policy, areas of mutual need or concern and evaluation of the Educational Experience.
- 4.2. Injury or Illness Notification and Treatment. Any District Faculty or Student who is injured or becomes ill while at the Society shall immediately report the injury or illness to the Society. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Faculty or Student who receives the treatment and not the Society or the District.

4.3. Government Requirements.

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

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

- (b) Participation in government programs. Parties represent and warrant that they are not now subject to exclusion from any federal or state health care program and that no basis for such exclusion currently exists. Parties agree to advise the other Party immediately, in writing, if any state or federal government agency notifies the Party that it is taking action to revoke the Party's participation in any federal or state health care program, or if the same or substantially similar services as those furnished under this Agreement are the subject of inquiry, investigation or adverse action by any governmental agency.
- (c) Access to records. Parties agree that Faculty and Students may require access to confidential records to complete the requirements of the Educational Experience. All Faculty and Students shall complete Exhibit A prior to beginning the Educational Experience.
- (d) Notification of Employee Rights. In the event this Agreement provides for goods and services worth over \$10,000, Provider shall comply with 29 CFR part 471, Appendix A to Subpart A as applicable.
- (e) E-Verify. Provider shall comply with FAR 52.222-54, Employment Eligibility Verification, as applicable, and ensure all subcontractors of Provider comply as well.
- 4.4 Conduct in General. Students, Faculty and District agree to abide by applicable Society rules, regulations, policies and/or procedures, as well as the ethical standards of any applicable professional organization.
- 4.5 Compliance with Laws / Fraud and Abuse. The Parties will comply with all applicable federal and state laws, as well as applicable requirements of third party payers. Such parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public web site at www.good-sam.com through the "Links" tab and then through the "Fraud and Abuse Prevention" tab.
- 4.6 Corporate Compliance Program. District, Students and Faculty acknowledge the existence of the Society's Corporate Compliance Program and will not knowingly act in contravention to it.
- 4.7 Liability. As permitted in accordance with applicable state law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages,

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

ARTICLE 5 TERM AND TERMINATION

- 5.1. Initial Term; Renewal Terms. This Agreement shall be effective for an initial term of one (1) year commencing on the date first set forth above. This Agreement automatically shall renew for one-year terms thereafter unless notice of intent not to renew is given by either party no later than sixty (60) calendar days prior to the expiration of the initial term or any renewal term.
- 5.2. Termination Without Cause. This Agreement may be terminated at any time by either party, without cause, upon sixty (60) days' written notice to the other party.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- 6.1. Relationship of the Parties. In making and performing this Agreement, the parties hereto act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the parties, nor shall either party be considered an agent or employee of the other party.
- 6.2. Assignment. This Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld and shall be attached to and made part of this Agreement.
- 6.3. Entire Agreement; Modification. This Agreement, including each Addendum incorporated herein, embodies the entire understanding between the parties hereto relating to the subject matter hereof, and cannot be amended, altered, supplemented, modified, nor any provisions waived, except by a writing duly signed by the party(ies) affected.
- 6.4. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon actual delivery or three (3) business days subsequent to their mailing, by certified mail with return receipt requested and postage prepaid, addressed as follows:
 - (a) If to the Society, to: Trevor Guthmiller

 GSS Prescott Valley

 3380 N Windsong Drive

 Prescott Valley, AZ 86314

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

- 6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 6.6. Headings and Captions. The headings and captions of the Articles and Sections of this Agreement are inserted for the convenience of reference only, and shall not constitute a part hereof.
- 6.7. Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, illegal or invalid for any reason whatsoever, such event shall not affect the validity and enforceability of the remainder of this Agreement. The parties agree to attempt to achieve a comparable agreement to that expressed in any provision ruled illegal or invalid.

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

Society	District
Ву:	Ву:
Title:	Title:
Date:	Date:
Student	Parent/Guardian
Name:	Name:
Signature:	Signature:
Date:	Date:

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

1

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

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

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

Date this 8th day of September June, 20210

School District	Student/Faculty
By:	Ву:
Title:	Title:
Date:	Date:





GSS #346 7/1/2021 1

AFFILIATION AGREEMENT BETWEEN THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY AND

Humboldt Unified School District
FOR PROVISION OF LEARNING EXPERIENCES FOR STUDENTS IN
Certified Nursing Assistant Program
(PRACTICE / DISCIPLINE)

THIS AGREEMENT is made effective 7/1/2021, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – Prescott Valley (hereinafter the "Society"), and Humboldt Unified School District (hereinafter the "District").

RECITALS

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

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

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

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

ARTICLE 1 DISTRICT COVENANTS

- 1.1. The District will supervise its Students during the Educational Experience at the Society. The District will provide Faculty to effectively implement and oversee the Educational Experience.
- 1.2. The District Faculty will retain responsibility for planning, directing and evaluating the Students' learning experience.
- 1.3. The District will provide appropriate orientation to Students and Faculty regarding the Society's policies and procedures, as well as all applicable federal, state and local laws.
- 1.4. The District will provide the Society a description of the goals of the Educational Experience for the Society's approval prior to beginning the learning experience. Implementation

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

- 1.5. The District will provide the Society with a list of Students who are participating in the Educational Experience and the dates of each Student's participation in the program. The District recognizes the Society's right to limit the number of Students participating in Educational Experiences at the facility at any given time.
- 1.6. The District will inform its Faculty and Students that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance (if professional liability insurance is not provided by the District.)
- 1.7. The District will maintain a record of Students' health examinations and current immunizations and shall obtain Student permission to submit data regarding their health status to the Society.
- 1.8. The District shall complete and maintain criminal background checks on all Students and Faculty participating in the Educational Experience. Each Student and Faculty shall provide such background check to the Society before participating in the Educational Experience.
- 1.9. The District and Student agree that any and all records and resident information utilized during the Educational Experience are confidential and will not be disclosed. The District shall obtain each Student's and Faculty member's signature on Exhibit A, HIPAA Compliance and Confidentiality Disclosure of Patient Information, and submit the original to the Society prior to a Student and/or Faculty member being allowed to participate in the Educational Experience. District shall ensure Students and Faculty complete training on the electronic medical record used by the Facility, if applicable, prior to the respective Student or Faculty participating in the Educational Experience.
- 1.10. The District shall provide information to Students that they are not covered by Workman's Compensation for injuries received in the clinical setting and that Students and Faculty must assume expenses for their own medical care.

ARTICLE 2 SOCIETY COVENANTS

- 2.1. The Society shall be responsible for the safety and quality of care provided to its Residents/Clients by the Students who are participating in the Educational Experience program at Society facilities, provided Students follow all applicable Society policies, procedures and federal, state and local laws.
- 2.2. The Society assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District Faculty and Students who are participating in the Educational Experience. The Society will permit District Faculty and Students who are participating to use the cafeteria on the same basis as Society employees.
- 2.3. When available, physical space such as conference rooms and classrooms of the Society may be used by District Students and Faculty who are participating in the Educational Experience.

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

ARTICLE 3 STUDENT COVENANTS

- 3.1 Students shall be properly attired in the District CNA uniform, at their own expense, before being allowed to participate in the Educational Experience.
- 3.2 Students will at all times wear an identification badge including their name and identifying the Student as a "Student of Bradshaw Mountain High School (District)".
- 3.3 Students will be required as a condition of their participation in the Educational Experience, to submit results of a health examination to the District to verify that no health problems exist which would jeopardize Student or Resident/Client welfare. The health examination shall include an update of required immunizations, including a Mantoux test. The District shall provide such results to the Society upon request.
- 3.4 Students will be encouraged to carry their own health insurance.
- 3.5 Students will be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the District.

ARTICLE 4 MUTUAL COVENANTS

- 4.1. Educational Experience Program Design. District and Society will be jointly responsible for communications necessary regarding the planning, development, implementation and evaluation of the Educational Experience regarding changes in policy, areas of mutual need or concern and evaluation of the Educational Experience.
- 4.2. Injury or Illness Notification and Treatment. Any District Faculty or Student who is injured or becomes ill while at the Society shall immediately report the injury or illness to the Society. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Faculty or Student who receives the treatment and not the Society or the District.

4.3. Government Requirements.

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

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

- (b) Participation in government programs. Parties represent and warrant that they are not now subject to exclusion from any federal or state health care program and that no basis for such exclusion currently exists. Parties agree to advise the other Party immediately, in writing, if any state or federal government agency notifies the Party that it is taking action to revoke the Party's participation in any federal or state health care program, or if the same or substantially similar services as those furnished under this Agreement are the subject of inquiry, investigation or adverse action by any governmental agency.
- (c) Access to records. Parties agree that Faculty and Students may require access to confidential records to complete the requirements of the Educational Experience. All Faculty and Students shall complete Exhibit A prior to beginning the Educational Experience.
- (d) Notification of Employee Rights. In the event this Agreement provides for goods and services worth over \$10,000, Provider shall comply with 29 CFR part 471, Appendix A to Subpart A as applicable.
- (e) E-Verify. Provider shall comply with FAR 52.222-54, Employment Eligibility Verification, as applicable, and ensure all subcontractors of Provider comply as well.
- 4.4 Conduct in General. Students, Faculty and District agree to abide by applicable Society rules, regulations, policies and/or procedures, as well as the ethical standards of any applicable professional organization.
- 4.5 Compliance with Laws / Fraud and Abuse. The Parties will comply with all applicable federal and state laws, as well as applicable requirements of third party payers. Such parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public web site at www.good-sam.com through the "Links" tab and then through the "Fraud and Abuse Prevention" tab.
- 4.6 Corporate Compliance Program. District, Students and Faculty acknowledge the existence of the Society's Corporate Compliance Program and will not knowingly act in contravention to it.
- 4.7 Liability. As permitted in accordance with applicable state law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages,

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

1

ARTICLE 5 TERM AND TERMINATION

- 5.1. Initial Term; Renewal Terms. This Agreement shall be effective for an initial term of one (1) year commencing on the date first set forth above. This Agreement automatically shall renew for one-year terms thereafter unless notice of intent not to renew is given by either party no later than sixty (60) calendar days prior to the expiration of the initial term or any renewal term.
- 5.2. Termination Without Cause. This Agreement may be terminated at any time by either party, without cause, upon sixty (60) days' written notice to the other party.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- 6.1. Relationship of the Parties. In making and performing this Agreement, the parties hereto act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the parties, nor shall either party be considered an agent or employee of the other party.
- 6.2. Assignment. This Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld and shall be attached to and made part of this Agreement.
- 6.3. Entire Agreement; Modification. This Agreement, including each Addendum incorporated herein, embodies the entire understanding between the parties hereto relating to the subject matter hereof, and cannot be amended, altered, supplemented, modified, nor any provisions waived, except by a writing duly signed by the party(ies) affected.
- 6.4. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon actual delivery or three (3) business days subsequent to their mailing, by certified mail with return receipt requested and postage prepaid, addressed as follows:
 - (a) If to the Society, to: Trevor Guthmiller

 GSS Prescott Valley

 3380 N Windsong Drive

 Prescott Valley, AZ 86314

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

- 6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 6.6. Headings and Captions. The headings and captions of the Articles and Sections of this Agreement are inserted for the convenience of reference only, and shall not constitute a part hereof.
- 6.7. Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, illegal or invalid for any reason whatsoever, such event shall not affect the validity and enforceability of the remainder of this Agreement. The parties agree to attempt to achieve a comparable agreement to that expressed in any provision ruled illegal or invalid.

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

Society	District
By:	By:
Title:	Title:
Date:	Date:
Student	Parent/Guardian
Name:	Name:
Signature:	Signature:
Date:	Date:

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

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

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

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

Date this 8th day of June, 2021

School District	Student/Faculty
By:	Ву:
Title:	Title:
Date:	Date:

CONSENT Item 8M

Yavapai County Conflict of Interest Waiver

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item# %

FROM:

John Pothast, Superintendent

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Waiver of Conflict of Interest regarding agreements with

Action

Yavapai County

OBJECTIVE:

Board Governance

Consent

X

SUPPORTING DATA

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

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

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

- E-Rate
- Substitute Teacher Consolidation
- Data Hosting
- Educational Services, including, but not limited to, nursing, therapy (physical, occupational, and speech), psychology, counseling, behavioral health, autism screening, and special education
- Election services (use of an HUSD facility as an election site)

SUMMARY & RECOMMENDATION

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

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

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

Sample Motion

I move to authorize the Waiver(s) of Conflict of Interest regarding agreements (listed above) through Yavapai County entered into for fiscal year 2021-22.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

WAIVER OF CONFLICT OF INTEREST

1

Re: Humboldt Unified School District No. 22 – Waiver of Conflict of Interest regarding agreements with Yavapai County through the Yavapai County Treasurer regarding lines of credit

The Governing Board of Humboldt Unified School District No. 22, having reviewed the conflict of interest letter dated April 7, 2021, from Deputy County Attorney Michael E. Cordrey of the Yavapai County Attorney's Office (the "YCAO"), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County through the Yavapai County Treasurer and Humboldt Unified School District No. 22, both of which are clients of the YCAO.

Therefore, the Governing Board of Humboldt Unified School District No. 22 approves the Waiver of Conflict of Interest and authorizes the YCAO to proceed with preparation and review of and provide legal services related to the above-referenced matter on behalf of Yavapai County through the Yavapai County Treasurer and Humboldt Unified School District No. 22, if requested and if such dual representation is appropriate. The Governing Board of Humboldt Unified School District No. 22 also authorizes the YCAO to review or draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, renewals, or extensions between Yavapai County through the Yavapai County Treasurer and Humboldt Unified School District No. 22 regarding lines of credit.

Dated this	day of	, 2021
Humbolo	lt Unified School District	No. 22
By:	erning Board President	

CONSENT Item 8N

HUSD Governing Board Voucher Authorization

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:

Humboldt Unified School District Governing Board

Item # めい

FROM:

Roger Studley, Chief Financial Officer

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Execution of Warrants between Governing Board

Action

Meetings.

Consent

X

OBJECTIVE:

Housekeeping

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

As part of routine new fiscal year start-up issues, the resolution authorizing the execution of warrants between governing board meetings must be signed. This resolution allows the Board to sign payroll and accounts payable vouchers between Board meetings with the understanding that the vouchers are to be ratified at the next regular meeting of the Governing Board.

It is recommended that the Governing Board approve the resolution.

Sample Motion:

I move to approve the resolution to authorize the Board to sign payroll and accounts payable vouchers between Board meetings for fiscal year 2021-22.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

PAYMENT PROCEDURES 2021-22

RESOLUTION AUTHORIZING THE EXECUTION OF WARRANTS BETWEEN BOARD MEETINGS

WHEREAS, A.R.S. 15-321 set forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statue provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, THAT SAID STATUTORY PROCEDURE BE, AND HEREIN IS, ORDERED FOR USE IN THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF A.R.S. 15-321 (F).

This resolution was moved, seconded, and passed at a meeting of the Humboldt Unified SD Governing Board on June 8, 2021.

ATTEST:		
President		

HUMBOLDT UNIFIED SCHOOL DISTRICT VOUCHER

Entity Number: 13-02-22

Voucher No:	Voucher Date:	Prepared by:	
materials as shown below for p	boldt Unified School Distric n account of obligations inc eriod July 1, 2021 to June	of funds for the sum of curred for value receive 30, 2022 (period canno	ed in services and for ot overlap fiscal year end.)
I certify that this claim is just ar received during the period liste			
Administrator		Richard Adler	Board President
		Paul Ruwald	Board Vice President
		Ryan Gray	Board Member
		Suzie Roth	Board Member
		Corey Christians	Board Member
	Governing Bo	ard of Humboldt Unifie	ed School District #22

Substitute for ADE 40-1(

CONSENT Item 80

Synergy SIS Software Amendment

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO.

Humboldt Unified School District Governing Board

Item # 80

FROM:

Patrick Keeling, Director of Technology

Reading

DATE:

June 08, 2021

Discuss

SUBJECT:

Synergy SIS License Agreement Amendment - Online

Action

Registration Implementation and related Fees

Consent X

OBJECTIVE:

#2 To Focus on Planning for Future Student Needs

SUPPORTING DATA

During the May 12th, 2020 Governing Board Meeting the Board approved the implementation of a new Student Information System, Synergy. Synergy implementation has been underway during the 2020 – 2021 school year. Synergy is on track to "Go Live" for the 2021 – 2022 school year.

The District was advised by Edupoint that Online Registration should not be implemented at the same time as the core SIS implementation. Edupoint advised that the District should implement Online Registration once the core SIS is live. As part of the initial SIS agreement a "Price Hold" document (Amendment 1) was signed to lock-in the implementation and related licensing costs for Online Registration.

Once Amendment 2 is approved and signed the District will work through the steps to implement Online Registration during the 2021 – 2022 school year. Online Registration will then be available for HUSD families starting in July 2022.

Costs associated with the implementation and license fees related to Online Registration were presented during the SIS presentation at the May 12th 2020 Board Meeting. As such, this implementation has already received funding approval and has been budgeted for.

SUMMARY & RECOMMENDATION

It is recommended that the attached Amendment 2 document be signed, allowing the District to implement Online Registration during the 2021 – 2022 school year.

Sample Motion

I move to approve the Online Registration amendment (Amendment 2) to our current SIS software agreement with Edupoint.

Approved for transmittal to the Governing Board:

John Pothest, Superintendent

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

Amendment 2

To

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 17.0

1. Effective July 1, 2021, Exhibit A is amended to include Online Registration as follows:

EXHIBIT A - Software Subscription License Agreement Humboldt Unified School District - Hosting Total Cost by Product and Service

Total Gost	by i roddol	and ocivi	00			V20C25
Synergy® Student Educational Platform The following Edupoint Products and associated documentation		Sub	scription Licen	se		
are licensed to Licensee pursuant to this Agreement:	Year 1	Year 2	Year 3	Year 4	Year 5	Total
s Synergy® Student Information System₃						
PK - 12 Student Information (Not in Bid)						
State Reporting for (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Included)	\$6,952	\$7,126	\$7,304	\$7,487	\$7,674	\$36,543
Master Schedule Builder (Not in Bid) Synergy® Learning Management System (LMS)	1.00	A Line Laborator (A)	in a second			
TeacherVUE with Gradebook (Not in Bid)						
LessonVUE (Not in Bid)						
Assessment (Not in Bid)						
MTSS / RTI (Not in Bid)						
One Roster Integration (Not in Bid) Synergy® Analytics					2.6	
Analytics (Not in Bid) Synergy® Special Education	and the West Visit hash					
PK - 12 Student Special Ed (Not in Bid) Synergy@ Technology & App Source Code					W. Taraka	Salah dalam da Salah
ST Tool Set (Object) & Appl Src Code (Not in Bid) Synergy@ Distance Learnings				and the second second		
Distance Learning (Not in Bid)						
Sub-Total Subscription Software License	\$6,952	\$7,126	\$7,304	\$7,487	\$7,674	\$36,543,
		Control of the	and the state of t	100	100000000000000000000000000000000000000	
3rd Party Subscription Software	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
Sub-Total 3rd Party Subscription License	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services by Staff		Days	Unit Cost	List Cost	Discount %	Total
- Product Specialists		2	\$1,500	\$3,000	5.0%	\$2,850
- Trainers	and the second s	1	\$1,500	\$1,500	5.0%	\$1,425
Total Professional Services by Staff				\$4,500	5.0% 🛶	\$4,275

Total Five Year Cost (excluding estimated expenses): \$40,818
Total Mohave - Arizona Sales Tax \$1,180
Total Five Year Cost including Sales Tax (excluding estimated expenses) \$41,998



EXHIBIT A - Continued Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On
1st Year Edupoint Subscription License	\$6,952	Due July 1, 2021
2nd Year Edupoint Subscription License	\$7,126	Due July 1, 2022
3rd Year Edupoint Subscription License	\$7,304	Due July 1, 2023
4th Year Edupoint Subscription License	\$7,487	Due July 1, 2024
5th Year Edupoint Subscription License	\$7,674	Due July 1, 2025
Total 5 Year Edupoint Subscription License	\$36,543	

Payment Schedule for Professional Services	Percent	Amount	Payable On
Professional Services Cost		\$4,275	Due July 1, 2021
TWAI Dauriant for Professional Services		\$4,275	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$40,818
Total Mohave - Arizona Sales Tax \$1,180
Total Five Year Cost including Sales Tax (excluding estimated expenses) \$41,998

EXHIBIT A - Continued Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
Due July 1, 2021	aufall mix style	计图形图像图像图像图像图像图像图像图像图像图像图像图像图像图像图像图像图像图像图
1st Year Subscription License (taxable)	\$2,781 T	
1st Year Subscription License (non-taxable)	\$4,171	
1st Year Professional Services	\$4,275	
Payment Due		\$11,227
Mohave - Arizona Sales Tax		\$224
Sub-Total Payment Due including Sales Tax Due July 1, 2022		\$11,451
2nd Year Subscription License (taxable)	\$2,850 T	
2nd Year Subscription License (non-taxable)	\$4,276	
Payment Due Payment Due		\$7,126
Mohave - Arizona Sales Tax		\$230
Sub-Total Payment Due including Sales Tax Due July 1, 2023		\$7,356
3rd Year Subscription License (taxable)	\$2,922 T	
3rd Year Subscription License (non-taxable)	\$4,382	
Payment Due		\$7,304
Mohave - Arizona Sales Tax		\$236
Sub-Total Payment Due including Sales Tax	e Neek 2 January 1962	\$7,540
Due July 1, 2024 4th Year Subscription License (taxable)	\$2,995 T	
4th Year Subscription License (non-taxable)	\$4,492	
Payment Due		\$7,487
Mohave - Arizona Sales Тах		\$242
Sub-Total Payment Due including Sales Tax Due July 1, 2025		\$7,729
5th Year Subscription License (taxable)	\$3,070 T	
5th Year Subscription License (non-taxable)	\$4,604	
Payment Due		\$7,674
Mohave - Arizona Sales Tax		\$248
Sub-Total Payment Due including Sales Tax		\$7,922
Total Five Year Cost (excluding estimal Total Mohave - Ariz Total F		\$40,818 \$1,180 \$41,998

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 06/15/21. Sales tax is included.
- Year 1 is the (12 Months) period beginning on the date of Contract Signing.
- This proposal was based on 11 Schools with 5,722 students.
- An expense estimate of \$2,754 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Professional Services has a 5.0% discount applied to all your professional services fees.
- Escalation of 2.50% has been applied.
- Estimated Mohave Arizona Sales Tax based on 8.050%.

Edupoint

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems 1955 S. Val Vista Drive, Suite 200 Mesa, AZ 85204 (480) 633-7500, (800) EDUPOINT Fax (480) 633-7501 Humboldt Unified School District 6411 N. Robert Road Prescott Valley, AZ 86314 (928) 759-4000

Rob Wilson	President		
Printed Name	Title	Printed name	Title
			Data Cianad
Signature	Date Signed	Signature	Date Signed

CONSENT Item 8P

ASCEND Agreement for 2021-22 FY

TO:

Humboldt Unified School District Governing Board

Item#0

FROM:

Patty Bitsilly, Director of Special Services

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Agreement with Private Day School - Ascend

Action

Consent X

OBJECTIVE:

Goal #1: To Raise the Level of Student Achievement

SUPPORTING DATA

We currently pay tuition for three students to attend ASCEND (Autism Spectrum Center for Education and Neurological Development), an Arizona Department of Education approved private day school, per their IEPs (Individual Education Plan). For the 2021-2022 school year, at this time we will need to continue this agreement for the three students, per their IEP.

This agreement differs from the 2020-2021 agreement in the following manner:

 The annual tuition has increased from \$38,472 for the 2020-2021 contract year to \$40,396 for students who need a 1:1 staff to student ratio, not including related services cost outlined in the agreement.

This agreement has been reviewed by legal counsel.

SUMMARY & RECOMMENDATION

It is the recommendation of the Special Services Office to approve the agreement with ASCEND for the 2021-2022 school year.

Sample Motion

I move to approve the agreement with ASCEND for the 2021-2022 school

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

Contract Agreement for 2021-2021 School Year

Date:	 2021

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

RECITALS:

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

AGREEMENT:

The District and ASCEND agree as follows:

- 1. ASCEND Responsibilities: At the rates and under the terms as described in this Agreement and ASCEND will provide educational services to District students. ASCEND shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standard and in accordance with each student's IEP. ASCEND shall be responsible for discipline, as necessary. The services are further described below.
 - 1.1 For each student, ASCEND shall provide research-based behavioral and academic guidance in a therapeutic setting.
 - 1.2 ASCEND shall inform the District in a timely manner concerning: (1) student triennial-review meetings, and other required or appropriate meetings; (2) coordination of each student's transportation needs; (3) the District's financial responsibility for services provided to the student; and (4) the student's performance and progress, to be addressed in quarterly updates.
 - 1.2.1 ASCEND shall meet or confer on at least a quarterly basis in person or by telephone with District representatives about each student's IEP performance and progress.
 - 1.2.2 ASCEND will cooperate in all IEP and evaluations as needed.

- **1.2.3** ASCEND may call for additional IEP meetings if changes or additions need to be made to the IEP to ensure student progress.
- 1.3 ASCEND shall monitor student IEP's, triennial-reports, ATTENDANCE RECORDS and other appropriate records, for all students attending the ASCEND program. ASCEND will provide the District with each student's attendance records on a monthly basis.
- 1.4 ASCEND shall provide instruction and oversight by an Arizona certified special education with experience in autism and Applied Behavior Analysis.
- 1.5 ASCEND shall provide a paraprofessional on a 2:1, 1:1 or 1:2 staff to student ratio daily, or as specified in the student's IEP. Paraprofessionals at ASCEND will receive extensive training in Applied Behavior Analysis and Professional Crisis Management.
- **1.6** ASCEND shall request to arrange, FBA/BIP, and triennial-review progress meetings by district as they come due or are needed.
- 1.7 ASCEND shall communicate and meet with parents and/or outside agencies, as appropriate or required.
- 1.8 ASCEND shall provide related services of physical therapy, occupational therapy, counseling, and speech therapy to the extent appropriate according to each student's IEP at the rates stated in this Agreement, when available through ASCEND staff or subcontractors. ASCEND will notify district immediately if related service providers become unavailable.
- 1.9 ASCEND shall provide the District quarterly financial reports on tuition and payments for each student upon written request.
- 1.10 ASCEND shall fully comply with all applicable federal and state laws, regulations, and related ASCEND policies, including but not limited to policies and procedures on handling and dispensing medication.
- 1.11 ASCEND will provide any necessary certifications and insurance coverage as requested in writing by the District.
- 2. District Responsibilities. To accomplish this Agreement's purposes, the District shall provide all information reasonably requested by ASCEND in a timely manner. The District shall also perform the following obligations:

- 2.1 The District shall designate a responsible, authorized person to: (1) serve as a point of contact for communicating with ASCEND, attending meetings, and making decisions; (2) input, review and approve all meeting notices, IEP's, triennial-review reports, and FBA/BIP's as requested and applicable; (3) arrange individualized transportation needs; (4) attend in person (or designate at least one knowledgeable representative) or participate by telephone in all triennial-review and other applicable meetings scheduled by ASCEND; (5) inform ASCEND promptly of changes in each student's demographical information, health, and family circumstances; (6) regularly and timely communicate with ASCEND regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with ASCEND on all matters relating to this Agreement.
- 2.2 The District shall provide the services of a school psychologist as needed.
- 2.3 The District shall ensure that the District keeps each student's parents or guardian fully informed of ASCEND's services provided to the student under this Agreement.
- 2.4 The District shall fully comply with all applicable federal and state laws, regulations, and related ASCEND policies, including but not limited to policies and procedures on handling and dispensing medication.
- 2.5 The District shall be responsible for inputting and maintaining all individual education plans for each student placed by the District with ASCEND. The district will provide ASCEND with a complete copy of the current IEP/MET upon placement.
- 3. Change in Placement. Parties acknowledge that special education law requires and allows a change in placement to the least restrictive environment that will provide FAPE and also that a student's placement must consider health, welfare, and safety of the student and others in the classroom. A temporary or extended change in placement outside of the ASCEND program may be required as appropriate, which may result in a student's withdrawal from the ASCEND program.
- **4. Duration.** This Agreement's term is (FY 2021-22), unless terminated earlier as provided in Item 9.
- 5. Payments. ASCEND shall invoice the District on a quarterly block basis calculated on the enrollment date of the student.
 - 5.1 Tuition is a base tuition that includes all instructional costs and materials.
 - 2 staff to 1 student ratio \$14868.00 per quarter. 1:1 staff to student ratio \$10099.00 per quarter. 1:2 staff to student ratio \$7210.00 per quarter.

- Payments are due and payable for each prepaid block purchase on the following dates of each academic year: July 15th, October 15th, January 15th and April 15th.
- ASCEND will report student absences to District once per month by the 15th of the following month. Student absences will not be deducted. Attached to this Agreement as Exhibit A is a calendar which shows the quarter dates or offset from tuition payments.
- 5.5 ASCEND will bill District each quarter for students enrolled any time during that instructional quarter.
- 6. Related Support Services. Related support services are available for purchase from ASCEND. Purchased support services are added to the base tuition.
 - 6.1 Speech therapy---\$550 per quarter per 30 minutes per week.
 - 6.2 Occupational therapy---\$550 per quarter per 30 minutes per week.
 - 6.3 ABA consultation---\$250 per hour.
 - District may choose to purchase directly from ASCEND or provide its own service provider as stated in the IEP. District must notify ASCEND in writing if the District wishes to contract with ASCEND for related support services.
- 7. Transportation. District assumes all transportation costs and responsibility for transportation of students.
- 8. Termination. The District may terminate this Agreement on 30-days' written notice. ASCEND may suspend or terminate this agreement if deemed necessary upon loss of approval status or upon District's failure to make payment of amounts owed within thirty (30) days after written notice of overdue amounts. No part of the consideration already paid is refundable if ASCEND has already provided services for District student(s) during the fiscal year in which the District withdraws. ASCEND may request a termination in a written notice per ADE private day school standards.
- 9. Alternative Dispute Resolution. Prior to filing a claim in any court, the District and ASCEND agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.

- 10. Indemnification. To the fullest extent permitted by law, the District and ASCEND shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from each party's performance of or failure to perform this Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.
- 11. Insurance. Throughout this Intergovernmental Agreement's term, the parties shall maintain property and liability insurance applicable to all activities pursuant to this Agreement available to them through the Arizona School Risk Retention Trust or other Insurer.

12. Miscellaneous Provisions.

- **12.1 Governing Law.** This Agreement's interpretation and performance are governed by Arizona law.
- 12.2 No Waiver. No action or failure to act by the District or ASCEND constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless the District and ASCEND memorialize the waiver or approval in writing and sign it.
- 12.3 Entire Agreement. This Agreement represents the entire, integrated agreement between the District and ASCEND. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by the District and ASCEND.
- 12.4 Third Parties. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against the District or ASCEND. This Agreement is not intended to benefit any third party.
- 12.5 Binding Effect. The District and ASCEND each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Agreement's covenants, terms, and conditions.
- 12.6 Notices. All notices under this Agreement must be in writing and sent to the respective addresses of the parties. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.

- 12.7 Severability. If any provision(s) of this Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.
- 12.8 Fingerprint and E-verify. If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in Ariz. Rev. Stat. § 15-512(H), the e-verify provisions in Ariz. Rev. Stat. § 41-4401, and the Federal Immigration and Nationality Act.
- 12.9 Nondiscrimination. The parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, age, veteran's status, or political affiliation. They shall comply with all applicable federal and state laws, rules, regulations, and executive orders.
- 12.10 Conflict of Interest. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.

Dated	, 2021	District:
		Humboldt Unified School District
Approved as to form:		
		Ву
		Name:
Counsel for District		Title:
		ASCEND:
		By:
		Name:
		Title:

CONSENT Item 8Q

HUSD and MMERCI Agreement

TO:

Humboldt Unified School District Governing Board

Item # 80

FROM:

Dr. Rob Bueche, Executive Director of Educational Services

Reading

and Federal Programs

DATE:

June 8, 2021

Discuss

SUBJECT:

Agreement renewal between HUSD and Mingus Mountain

Action

Estate Residential Center, Inc. (MMERCI)

Consent X

OBJECTIVE:

Goal #2 - To Focus on Planning for Future Student Needs

SUPPORTING DATA:

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

The agreement provides a description of the MMERCI academic program, the specific roles and responsibilities of HUSD as the fiscal agent of the funds, and an explanation of compliance with the rules and regulations governing Title I Set Aside Funding for Neglected and Delinquent students.

Attached for your approval is the 2021-2022 agreement. New language is <u>underlined</u> and deleted language is <u>struck through</u>. Several of the changes related to removing provisions for HUSD to act as a passthrough of funds. This change to the agreement ensures that all purchases made to support the students located at Mingus Mountain Academy are subject to financial and programmatic oversight of HUSD.

The agreement has been reviewed by legal counsel.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2021-2022 school year.

Sample Motion:

I move to approve renewal of the agreement between Humboldt Unified School District and Mingus Mountain Estate Residential Center, Inc., for the 2021-2022 school year.

Approved for transmittal to the Governing Board:

Mr. John Volhast Superintendent

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

AGREEMENT FOR EDUCATION SERVICES AND FUNDING

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

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

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

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

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

- 1. Purpose and Goals. The purpose of this Agreement is to establish the roles and responsibilities of HUSD, the fiscal agent and local education agency ("LEA") on the one hand, and Mingus Mountain Academy, the facility for neglected children in the distribution of Title I, Neglected and Delinquent Set Aside funds, on the other hand. The parties intend that such neglected programmatic funds will be used to prepare Mingus Mountain Academy students for a better future by preparing them academically, emotionally, and behaviorally. The allocation amount will be based on the annual count of students given to HUSD who reside at Mingus Mountain Academy and reside within the boundaries of the Humboldt Unified School District.
- 2. Term. The term of this Agreement shall be from July 1, 2021 until June 30, 2022. This term shall terminate automatically should either party cease to exist in its current form, or alternate form, eligible under the laws of Arizona to enter into a memorandum for Title I Neglected and Delinquent Set Aside funding through this state, and its agencies and subdivisions. At the option of both parties, this agreement may be renegotiated on an annual basis.
- 3. <u>Administration.</u> The administrators of this Agreement shall be the Director of Federal Programs/School Improvement of HUSD and the Education Director of the Mingus Mountain Academy or their designees. The administrators shall meet quarterly to discuss matters associated with the Mingus Mountain Academy Title I program and this Agreement.
- 4. Educational Responsibilities of HUSD and MMERCI. For those attending the Mingus Mountain Academy, HUSD recognizes that MMERCI has the responsibility to assure that these students are receiving an educational program consistent with the laws, rules, and regulations of the State of Arizona and the Department of Education.
- 5. <u>Graduation.</u> Students who are attending Mingus Mountain Academy must meet graduation requirements approved by the Arizona State Board of Education, and will receive a diploma issued by Mingus Mountain Academy, unless an alternate agreement has been reached with the student's home district, or the agency that placed the student at MMERCI.
- 6. <u>Program Description.</u> MMERCI will administer this Agreement and conduct its educational programs consistent with the following program description and as supplemented by the program description, as may be amended by MMERCI from time to time:

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

1

x. Provide information to HUSD to input into the Title I Neglected and Delinquent Set Aside funding grant application in a timely manner. Since the application resides as part of the ESSA Consolidated Application, MMERCI recognizes and affirms that HUSD may submit a revision on their behalf if a period of 15 business days passes without an official revision provided by MMERCI

- b. HUSD Roles and Responsibilities. Humboldt Unified School District will:
 - i. Act as the LEA/Fiscal Agent for Mingus Mountain Academy with regard to the Title I Neglected and Delinquent Set Aside funding;
 - ii. Purchase and procure resources pertaining to expenses of Title I Neglected and Delinquent Set Aside funding.
- 8. Evaluation. At the end of each school year, MMERCI will complete a year-end evaluation process in an effort to measure the program. The year-end evaluation shall disaggregate data on participation by gender, race, ethnicity, and age, in order to determine the program's impact on the ability of participants to:
 - a. Maintain and improve educational achievement;
 - b. Accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - c. Make the transition to a regular program or other education program operated by a local education agency;
 - d. Complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected or delinquent children and youth; and
 - e. Participate in post-secondary education and job training programs as appropriate.
- 9. Property. MMERCI and HUSD may acquire and own any real or personal property necessary to accomplish the objectives of this Agreement. Such real or personal property shall remain titled in the owner or purchaser thereof, even though leased or loaned to the other party for the purpose of accomplishing the objectives of this Agreement. Upon termination of this Agreement, any property jointly owned by the parties hereto will be sold, and the proceeds distributed equally to the parties, or will be distributed as the parties may otherwise agree as permitted by law.
- 10. <u>Funding.</u> For the purpose of funding educational programming for resident juveniles at the Mingus Mountain Academy, the parties hereby agree as follows:
 - a. <u>Title I Neglected and Delinquent Set Aside funds.</u> Funding is to be spent based on consultation between HUSD and MMERCI and purchased by HUSD for use with students at MMERCI.
 - b. All items that have been funded through_Title I Neglected and Delinquent Set Aside funding must be properly accounted for and inventoried regularly by MMERCI. HUSD is not responsible for the loss of items that are under the possession of MMERCI
- 11. <u>Indemnification.</u> MMERCI will protect, indemnify and save harmless HUSD, its board members, officers and employees from any liability imposed against them by reason of the negligent acts or omissions of MMERCI or its employees. HUSD will protect, indemnify, and save harmless MMERCI, its board members, officers and employees from any liability imposed against them by reason of negligent acts or omissions of HUSD or its employees.

whether oral or written with respect to the subject matter hereof. No prior or contemporaneous representations, inducements, promises or agreements not contained herein are of any force or effect.

- 13. <u>Severability.</u> If any provisions of this Agreement are deemed invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and shall not be deemed to affect or invalidate any other provision of this Agreement.
- 14. <u>Counterparts.</u> This Agreement may be executed in no more than two counterparts, each of which shall have the force of the original.
- 15. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Arizona.

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

WITNESS:	HUMBOLDT UNIFIED SCHOOL DISTRICT		
	Ву: _	Date:	
WITNESS:	Ву: _	MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC. Michael 1/2 Date: 5-26-21	

CONSENT Item 8R

Disposal of Obsolete Books

TO:

Humboldt Unified School District Governing Board

Item # 87

FROM:

Dr. Rob Bueche, Executive Director- Educational Services &

Reading

Federal Programs

DATE:

June 8, 2021

Discuss

SUBJECT:

Library Book Disposal

Action

Consent

OBJECTIVE:

Board Governance

SUPPORTING DATA:

Humboldt Unified School District continues to review and update its collections. Through this process, it has been determined that there have been library books which have not been circulated for a number of years.

Humboldt Unified School District Administration is requesting the disposal of the Library Books that have been identified as a part of this process.

SUMMARY & RECOMMENDATION

It is the recommendation from the administration to approve the disposal of obsolete library books

Sample Motion:

I move to approve the disposal of obsolete library books.

Approved for transmittal to the Governing Board:

Mr. John Puthest, Superintendent

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

CONSENT Item 8S

Student Activities and Auxiliary Treasurer

TO:

Humboldt Unified School District Governing Board

Item # 85

FROM:

Roger Studley, Chief Financial Officer

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Student Activities and Auxiliary Treasurer

Action

Consent X

OBJECTIVE:

Annual Requirement

SUPPORTING DATA:

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

Ms. Kathleen Montierth

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board authorize the appointment of Ms. Montierth to serve as Student Activities and Auxiliary Treasurer.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

CONSENT Item 8T

Sole Source Vendors for 2021-22 FY

TO: Humboldt Unified School District Governing Board

Item 8

FROM:

Roger Studley, Director of Finance

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Sole Source Vendors FY22

Action

Consent

X

OBJECTIVE:

Goal #2 To Focus on Planning for Future Students Needs

Board Governance

SUPPORTING DATA:

The following list represents companies that the District is currently utilizing for purchases that are considered to be "sole-source".

Sole source vendors are vendors that the District has determined are the only source for procurement of certain items.

These purchases typically fall into the following categories: utilities, Board approved curriculum materials (both textbooks and supplemental materials that support the curriculum); and service/maintenance agreements for operational software that the District currently owns.

Utilities:

Arizona Public Service Humboldt Water Company CenturyLink (formerly Qwest) Town of Prescott Valley Unisource Energy

Curriculum: Adopted Textbooks/Instructional Aids Per A.R.S. 15-721

Advanced Keyboard Technologies - SPED (Text-to-Speech Product) Annenberg

Learner - HS Cinema

AVID

Bedford

Cengage Learning - Chemistry

College Board - AP Testing/Curriculum

Edgenuity

Elsevier Science Co. - HS JTED Nursing Program

FastBridge - Universal Screener

Glencoe Publishing – Elementary

Great Minds - Eureka Math Resource/Textbook

Highlands Center - Habitat Curriculum

Houghton Mifflin Harcourt & Divisions:

Great Source - Writers

HMH - SCG Technology Orders (Software)

McDougal Littell

MacMillan-McGraw Hill - Science

McGraw Hill - K-6 ELA

Parchment inc.

PCI Educational Publishing - SPED Geometry

Pearson Assessment, Inc. - HS Environmental Science, World Civilization

Prentice Hall Publishing - HS Earth Science/Biology

SAVVAS (formerly Pearson) – ELA Collections 9-12; Campbell Biology Spalding Educational – Liberty Phonics Textbooks

Blackboard - Connect ED School Messenger

CLM-Food Service Software

Educational Network

Harland Technology Services - Scantron

Heartland/LunchBytes, Inc. - Food Service Accounting Software MediaNet -

IEP Pro - Software Agreement

Imagine Learning (formerly Acadiance, formerly Assessment Technology - Galileo)

Integrated Registers - POS Software

Powerschool - Recruit and Hire

Schooldude - Facilities Software and Related Software Support

Synergy - Student Information System

Time Clock Plus, Inc.

Transfinder - Transportation Software

Tyler Technology - ADM Acctg License Fees/School Finance Software

Miscellaneous:

Cognia (formerly AdvancED Inc.) - Accreditation American Collegiate Test (ACT)- Assessment for College Entrance AZ Interscholastic Association (AIA) Global Entertainment - Prescott Valley/Findlay Toyota Center (Graduation Venue) Teaching Strategies Plus (Mary Matheson Qualified Evaluator Training- Year 5 of 5)

SUMMARY & RECOMMENDATION:

It is recommended the Governing Board approve the presented sole source listing which includes utilities, textbooks, instructional aides, and related software items for the FY 2022.

Sample Motion:

I move to approve the revised Sole Source Vendor Listing for the 2022 fiscal year as presented.

Approved for transmittal to the Governing Board:

Mr. John Pothast, erintendent

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

CONSENT Item 8U

Gifts and Donations

GIFTS & DONATIONS - June 08, 2021

Shaw Contract – Matt Hagan Donated 28 boxes of carpet tiles and 2 buckets of glue to Lake Valley Elementary School With a donor's value of \$3,300.00

Thousand Trails Verde Valley Donated a microwave to Bradshaw Mountain High School With a donor's value of \$150.00

Ed Brohner

Donated a monetary amount of \$112.00 for Student fees in the Before & After School Program

DISCUSSION Item 9A.

Meet and Confer Update

TO:

Humboldt Unified School District Governing Board

Item#9P

FROM:

John Pothast, Superintendent

Reading

DATE:

June 8, 2021

Discuss X

SUBJECT:

Meet and Confer Committee Work Update

Action

Consent

OBJECTIVE:

Board Governance

SUPPORTING DATA

The 2020-2021 Meet and Confer Committee had five topics that developed into sub-committee work for further conversation and work. Each of those five sub-committees spend time throughout this past year doing further work and discussion on their respective topics.

SUMMARY & RECOMMENDATION

- 1. **Stepless Salary Schedule**. This was approved by the Governing Board in the spring of 2020 for implementation. However, there were some details that needed to be finalized and worked out, and this group worked through those finer details. This topic has an Action Item on the June 8 Governing Board meeting agenda.
- Classified PD: Looking at ways we can provide more Professional Development opportunities for our classified staff. PD opportunities for Classified staff will be developed and offered for the 2021-2022 school year.

The following items were thoroughly discussed in their respective sub-committees, but no further action will be taken at this point in time.

- 3. Sick Leave vs. Paid Time Off (PTO). This group looked at the possibility of consolidating the various types of leave (Sick, Personal, Contract), into just one type of leave: Paid Time Off, or PTO. There are issues that would arise due to state statues that specifically apply to Sick Leave that would be complicated by moving to PTO. As a result, this was not pursued.
- 4. **High School class size cap**. Board policy currently sets maximum class size for grades K-8. This group looked at what adding such class sizes for grades 9-12 might look like. With all the budget and enrollment challenges, this group put its work on hold.
- 5. **Secretary Calendar.** This group looked at the work calendars for the various secretary positions around the district, specifically to make sure the calendars are equitable. The current calendars are effective, and mechanisms are already in place to address any unique needs or circumstances. So this work has no further action.

Sample Motion

N/A

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

DISCUSSION Item 9B.

Supplemental Partnership with ABM

TO:

Humboldt Unified School District Governing Board

Item #93

FROM:

Kort Miner, Executive Director of Operations/HR

Reading

DATE:

Tuesday, June 8, 2021

Discuss X

SUBJECT:

Discussion of potential Supplemental Labor Partnership with

Action

ABM.

Consent

OBJECTIVE:

Goal #2 - Focus on Planning for Future Student Needs

SUPPORTING DATA:

Due to the struggles HUSD has encountered over the last few years in filling custodial and maintenance positions, HUSD is looking at the option of entering into a partnership with ABM Industries for supplemental labor for eight custodial positions. ABM will also provide oversight, training and supervision of these employees.

SUMMARY & RECOMMENDATION:

The estimated cost of filling these positions internally would be approximately \$200,000. ABM's service contract quote is for \$240,637. Although it is more expensive to go with an outside source, we have not been able to fill all of these positions in the last three years. The cost difference would be covered under the ESSER III grant. The service contract quote is also only for the first semester so HUSD can continue or not continue the second semester depending on how our experience with ABM Industries is during the first semester.

The elements of the program and agreement have been reviewed and approved to form by legal counsel.

Sample Motion:

N/A

Approved for transmittal to the Governing Board:

Mr. John Pothest, Superintendent

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

Humboldt Unified School District

A Supplemental Labor Solution For...

Humboldt Unified School District

A supplemental labor partnership specific to Humboldt Unified School District needs and goals - focused on flexibility, competitive pricing, and guaranteed service-devicery.



To Proposal



THE EXECUTIVE SUMMARY



A solution that supports Humboldt Unified School District staffing challenges

Dear Kort,

Thank you for the collaboration on the Supplemental Labor Program for Humboldt Unified School District. We are excited at the opportunity to provide a more sustainable solution for your custodial labor needs. Humboldt USD is not alone in the current staffing situation. Numerous districts struggle with staffing due to the pandemic, the stimulus to unemployment, and varying pay rates. This has created labor gaps that have stressed your staff and diminished your district's ability to operate effectively. We at ABM understands these challenges, and we've created a model that addresses all of your needs, and exceeds expectations in delivering qualified support staff. To do this, we focused on the following three critical areas.

Flexibility: We're proposing a solution that allows you to flex employees to the campuses that need them the most. We intend to create standardized workflows and training programs that aligns with any work your district might need done. This model also modular and can accommodate additional staff or right-size itself if demand aliminishes. This allows the seamless application of support staff no matter what the day holds.



HUMBOLDT USD LABOR SOLUTION

Competitive Pricing: For our partnership to be successful, we must present a compelling business case. We've created a program that almost certainly saves Humboldt USD money over a comparative overtime labor model. We are providing services for 134 days starting June 14, 2021 – December 31, 2021. Through the 6 months on campus we will evaluate processes, staffing patterns, provide training to all staff members (ABM and District employees), we will work as one team to create efficiencies in the processes. After the 6 months of service we can evaluate the efficiencies together and further evaluate the pricing and service needs for Humboldt USD.

Increased Accountability: The pandemic has further elevated the need for adequate staffing to safely perform the critical functions of cleaning, disinfecting, and food preparation. Our model ensures that you always have the staff you need, when you need them and the staff will be the same team members on your campus for the entirety of the contract (with the exception of termination or leaving of an employee)

We know that together we can overcome any challenge, and our collective futures are genuinely bright in partnership. ABM is here to allow you to focus on what's important, Humboldt USD's overall student achievement.

Respectfully,

MaryBeth Stuart, RD

Director Of Education Solutions (602)245-6947

Marybeth.stuart@abm.com

THE PROPOSAL OBJECTIVES



1. FLEXIBILITY

It was made clear during our call that it's not entirely sure what the day might hold and that you need a model that allows you to flex staffing when and where you need it.

ABM will train our staff on anything they might encounter, standardizing workflows and processes to meet Humboldt USD goals. Additionally, flexibility means we'll assess staffing levels every quarter to ensure you always have the right number of employees.



2. COST-SAVINGS

During our discussion, you outlined the need to create a compelling business case for this supplemental labor model. With that in mind, we've created a highly cost-effective solution that avoids the hefty price of overtime usage. Additionally, it gives Humboldt USD back time and labor hours to focus on more critical items.



3. INCREASED ACCOUNTABILITY

When we spoke, you talked about the lack of accountability with your current temporary labor vendor and how employees were often ill-equipped or unprepared for custodial and food service work. You also mentioned their inability to supply the critical employees needed for your district to function in this time of the pandemic. We are proposing a dedicated model that ensures you get the people when and where you need them.

2. Meet The Team



CREDIBILITY DEFINED **ABM IN ARIZONA**



ENERGY

23% average energy reduction for client properties





HVAC & MECHANICAL

LC20+ heating and cooling systems serviced and maintelned



JANITORIAL

39+ million sq. ft. of buildings cleaned every day



LANDSCAPE & TURF

ASD o propertion serviced and maintelned



ABM.com/AZ

PARKING & TRANSPORTATION

18,600 parking spaces and 50parking locations managed every day



Our 2,690+ team members in Arizona are dedicated to providing maintenance to 700+ facilities, including Phoenix Sky Harbor International Airport.









branch locations



700+ buildings maintained



Sky Harbor International Airpor

WHAT THIS MEANS FOR HUMBOLDT USD

The figures above are just that, numbers. More important is what they mean for Humboldt USD. They illustrate that ABM is the right partner with the blend of experience and performance-driven culture to deliver on your staffing goals.

- ABM is the largest employer of facility service personnel in the state of Arizona
- Advanced human resources capabilities, illustrating the ability to deliver on any of your staffing requests.
- Training and best-practices are leveraged from various industries, infusing the best ideas at Humboldt USD's campuses.
- A performance-driven culture that'll ensure quality service and consistent staffing.

291

NOTABLE K-12 ARIZONA CLIENTS

- Agua Fria UHSD Arizona / 1GPA
 - Altar Valley ESD Arizona / 1GPA
- Buckeye ESD Arizona / 1GPA
- Cave Creek USD Arizona / 1GPA
- Colorado River Schools Arizona (Janitorial Grounds, & FOM) / 1 GPA
 - Dysart USD Arizona (Grounds & Janitorial) 1 GPA
 - Laveen ESD Arizona / 1GPA
- Liberty ESD Arizona / 1GPA
 - Murphy ESD Arizona / 1GPA

- Paradise Valley USD Arizona / 1GPA -**Lead Entity**
- Phoenix Country Day School Arizona
- Scottsdale Unified School District Arizona
- Tolleson Elementary SD Arizona / 1GPA
- Tolleson Union HSD Arizona / 1GPA
- Higley USD Arizona / 1 GPA
- Union ESD Arizona / 1GPA
- West-MEC Arizona / 1GPA









- Arizona Association of School Administrators (AASA)
- Arizona Associations of School Boards (AASB)
- Arizona Association of School Business Officials (AASBO) Alliance Partner
- **BuyBoard**
- 1 GPA
- **Purchasing Cooperative of America (PCA)**
- Association of School Business Officials (ASBO)
- **AZALAS**

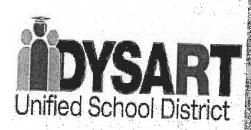


EDUCATION REFERENCES

ACCOUNT

CLIENT

CONTACT INFO



DYSARTUNIFIED seleombstret

- Custodial/Grounds
- 2,900,000 sq. ft
- 30 Sites
- Service Since 2008

BOB ENGLISH

Director of Maintenance & Operations

Phone: (623) 764-0141



SCOTTSDALE UNIFIED SCHOOL DISTRICT

- **Custodial Account**
- 4,236,000 sq. ft.
- 36 Sites
- Service Since 2001

EVERETT HAYES

Custodial Coordinator

Phone: (480) 540-7007



DISTRICT

HIGLEY UNIFIED SCHOOL DISTRICT

- Custodial Account
- 800,000sq.ft.
- 3 Sites
- Service Since 2020

MICHAEL FOWLER

Phone: (480) 721-3102



HUMBOLDT USD LEADERSHIP TEAM

MYRON LUCKBACH

SENIOR VP OF OPERATIONS



Myron leads all aspects of operations with a deep focus on exceeding customer expectations. An industry veteran with over 30+ years of facility services experience, Myron has held various senior-level positions with ABM's Education and Commercial Divisions, including Regional Vice President of Operations. Myron achieved the distinction of Certified Building Service Executive (CBSE) from the Building Service Contractors Association International (BSCAI). He is a certified Cleanroom Trainer and is a member of the Institute of Environmental Sciences & Technology (IEST).

ANDY CHANG

VICE PRESIDENT OPERATIONS

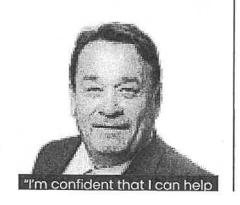


Andy Chang currently serves as Regional Vice President of Operations in the western part of the country. He brings over 25 years of facilities management experience and is a proven leader and team builder. In his current role, he is responsible for providing strategic and operational assistance to the Division president while growing and retaining clients across his multistate region. Many of our current clients in Andy's region are state schools.

Andy earned a master's in Business Administration from the University of Houston.

BOB LOON

DISTRICT MANAGER



Robert oversees all custodial operations in Arizona within ABM's Education Division. Bob has over 35 years of experience in the custodial industry, specializing in customer service and people management.

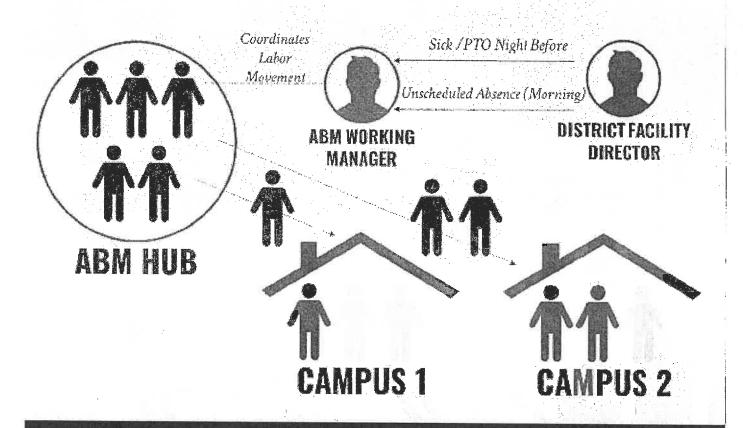
He has held various positions within ABM's Education Division including his current position as Regional Director of Operations.

3. The Solution



HOW IT WORKS





BENEFITS OVERVIEW

This model offers dramatically improved service quality in the following ways...

- 1. Increased redundancy of requested staff.
- 2. Produces cost-savings over an overtime model.
- 3. Dedicates staff and resources only to Humboldt USD.
- 4. Incorporates ABM and Humboldt USD's hiring, background-checking, and training best-practices.
- 5. Also reduces Humboldt USD's human resource and opportunity costs associated



STAFF TRAINING PROGRAM

"A system that augments Humboldt USD training requirements and keeps pace with

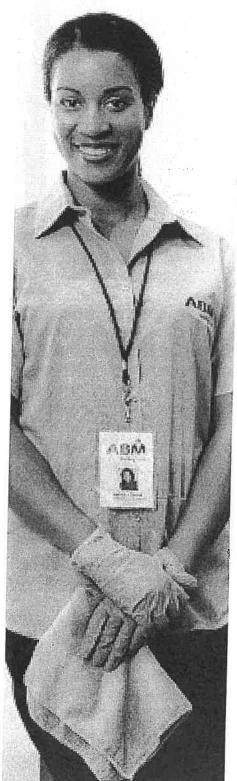
OVERVIEW:

To ensure consistency and accessibility, we utilize our own online training platform for new team member on-boarding and ongoing staff development called ABM University. The ABM University platform enables management and hourly staff to access a comprehensive variety of service-specific and career development training courses and curricula.

Management dashboards provide leadership with a quick look at individual progress via a Training Plan Progress Chart. We design a specific training plan for each team member, affording continuous on-demand training throughout the year.

Team member portals grant access to testing and assessments in a "Netflix" style course catalogue (thumbnail view). Topics include safety, infection control, and general cleaning techniques, clean-room techniques, maintenance, and many more service-line subjects. Team members can provide feedback and rate the courses they take to help us provide the most effective training possible.

Whether self-directed or done in small workgroups, ABM University helps team members stay certified, compliant, and ready to expand their skill sets. These learning opportunities have a tremendous positive impact on team member engagement and organizational performance. We continuously update and add new videos throughout the year to stay current with the most up-to-date materials/topics specific to job functions and infection prevention/control practices.



ABMUniversity



BACKGROUND SCREENING WITH STERLING TALENT SOLUTIONS

Hiring and onboarding the most qualified candidates quickly and efficiently to fill open positions is a top priority. ABM partners with Sterling Talent Solutions to provide reliable, fast and compliance-focused criminal background checks. By partnering with Sterling, we offer a variety of screening packages to meet your needs.

Clients may choose from a wide range of Fair Credit Reporting Act (FCRA) compliant packages and a la carte options to suit their needs.

The basic Service Worker package covers the following searches:

- Social Security Number (SSN) Trace
 Review and confirm up to 10 years of address history
 Identify names and aliases associated with the social security number
 Review any "also known as" names such as maiden names, nicknames, common misspellings and more
- Multi-State Criminal Database Check
 Uses Name and Date of Birth (DOB) to scour thousands of aggregated soures, further expanding the list of criminal record search locations
- Department of Justice (DOJ) Sex Offender Registry Check Searches the U.S. Department of Justice Sex Offender Registry, which includes real time listings of registered sex offenders in 49 states, offering complete and current reporting of any convictions and/or infractions
- Office of Foreign Assets Control (OFAC) Check
 Supplies a watch list for potential threats to national security as identified by the U.S. Treasury Department

Sterling Talent Solutions offers a comprehensive suite of criminal background checks powered by CourtDirect™, their exclusive technology and fulfillment process providing:

- Direct, automated access to more than 2,200 county, state and federal U.S. courts
- Team of trained court research specialists to prioritize and streamline criminal record searches
- Continuous quality monitoring for greater accuracy
- A secure, compliant and efficient way to get results back 2 4 times faster than the industry aver 70% completed in the same day"



4. Value Additions

OTHER WAYS WE CAN HELP HUMBOLDT USD



MAINTENANCE & REPAIR

Preventative Maintenance
Trades Management
HVAC
Plumbing
Electrical

Infrastructure Management
Central Plant, Boilers, Chillers
Fire-Life/Safety
Stockroom Management (MRO)
Energy Management
Procurement / Vendor Sourcing
Handyman Services
Waste Management
Project Management



ANCILLARY SERVICES

Concierge / Reception
Conference Services
Mail room



JANITORIAL

Residential Disinfection & Cleaning
Common Areas / Living Spaces
Summertime Conferences / Camps
Academic, Admin, and Athletic
EnhancedClean™ (COVID-19)



LANDSCAPE & TURF

Sports Turf Management
General Campus Landscaping
Snow and Ice Removal
Exterior Event Spaces
Pest Control



INNOVATION & TECHNOLOGY

Computer Maintenance
Management System

vality inspection & Assurate

Quality inspection & Assurance
Building Analytics



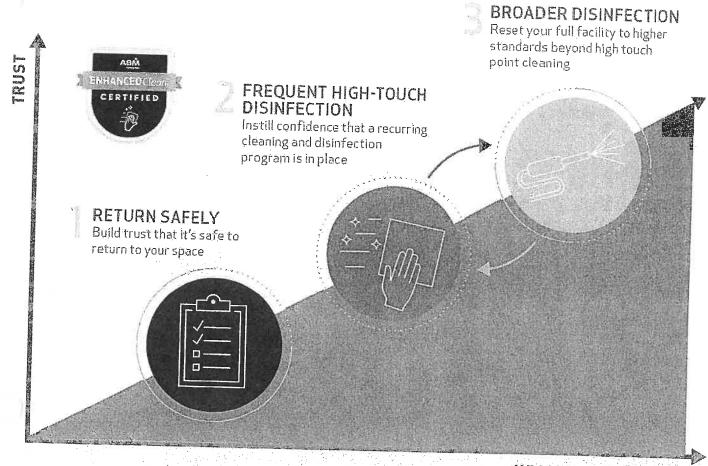
ABM ENHANCEDCLEANTM PROGRAM

Pathogen control for occupant and building wellness

A holistic approach to creating healthier buildings for your District

ABM is uniquely positioned to help Midlothian ISD prevent the spread of pathogens through a three-step approach to building disinfection, backed by an expert-certified disinfection process and training program.

Beyond maintaining cleanliness, the ABM EnhancedClean™ program can help assure students, faculty, staff and visitors that you're doing your part to create healthier spaces—whether it's upon reopening comprehensively, disinfecting more frequently, or looking at the health of your building more holistically with advanced technologies.



HEALTH + WELLNESS



ABM ENHANCEDCLEANTM PROGRAM

OVERVIEW:

Every school district is unique, but what all campuses have in common is the ongoing need for preventative practices and regular disinfection to improve the health and wellness of your buildings and the students, faculty and staff. We can help you meet the evolving challenges of reopening and ongoing facility services, supplemented by broad disinfection technologies to cover every angle of building wellness.

STEP	SUGGESTED FREQUENCY	METHODS EMPLOYED	TEAM MEMBERS DEPLOYED	SUPPLIES AND EQUIPMENT
Step 1: Return Safely Build trust that it's safe to return to your space.	Intervals based on reentry	Pre-opening site assessment(s) using reentry checklists to inform return to work strategy Workforce protocols (i.e. PPE & social distancing procedures) Implement preventative products strategy One-time enhanced clean	Certified disinfection specialists	No-touch fixtures, dispensers & door openers Centralized trash receptacles Sensor technologies Hand-sanitizing stations (based on availability) Disinfecting wipes for occupants (based on availability) EPA-registered disinfectants qualified for use against SARS-CoV-2
Step 2: Frequent High-Touch Disinfection Instill confidence that a recurring cleaning and disinfection program is in place.	Intervals range from hourly to daily	Site-specific SOW for each facility type based on occupancy levels Cleaning and disinfection of all high touch point areas in facility	Certified disinfection specialists	Occupant Communication Kits EPA-registered disinfectants qualified for use against SARS-CoV-2 Proper PPE Microfiber program
Step 3: Broader Disinfection Reset your full facility to higher standards beyond high touch point cleaning.	Intervals range from nightly to quarterly	Large area disinfection	Certified disinfection specialists	Electrostatic sprayers Hospital grade EPA-registered disinfectants with faster kill time and broader pathogen spectrum if an outbreak has occurred in your facility Continued product testing: Evidence-based testing and validation

5. Pricing



PRICING OVERVIEW

CONTRACT TERMS

Proposed Contract Structure: Fixed-Fee

Contract Length: 6 Months

134 Days June 14, 2021 - December 31, 2021

Payment Schedule: Net 30 days

ABM Provides

Project Manager and Supervisor included in the rates

• Hiring is at or above \$15.00 per hour

Supported by District Manager, VP of Operations, and the Arizona operations team

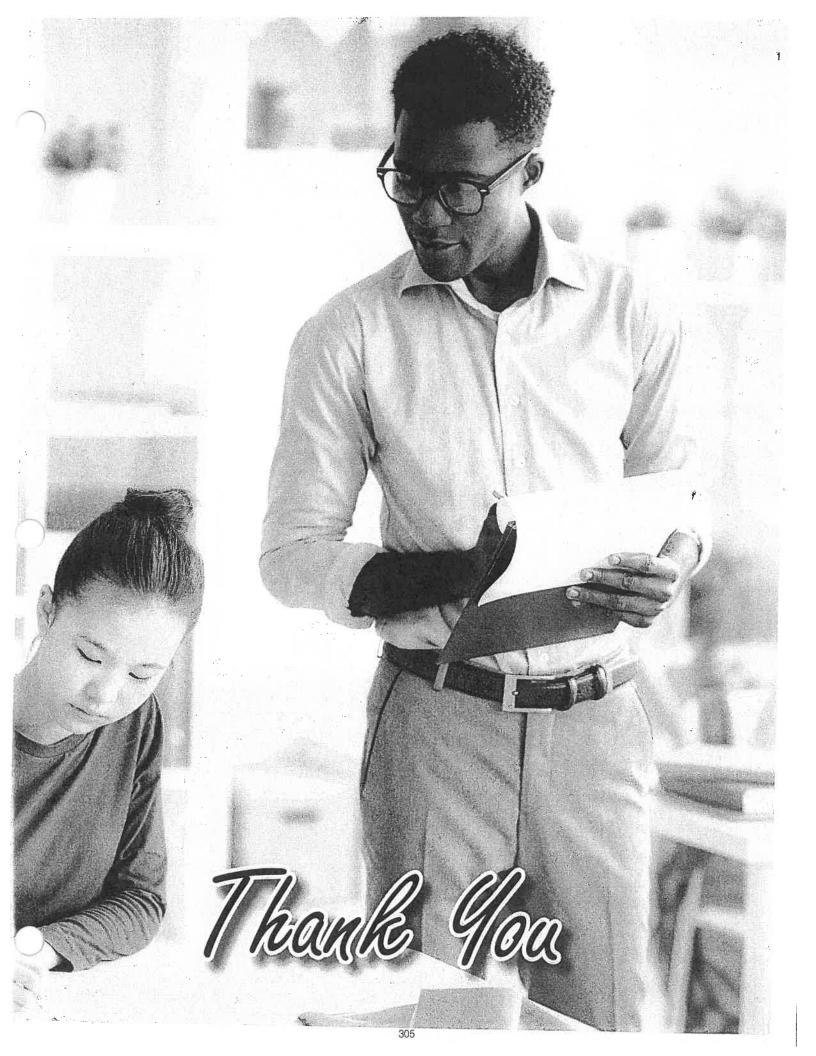
Option1	Annual Pricing	Monthly Pricing
Custodial Staff Only 8 custodians including floor Tech, Supervisor, and Project Manager	\$240,637.00 (134 days)	Based on days of the month \$1795.80 / day
Provide Summer Cleaning and at start of school Service High School		

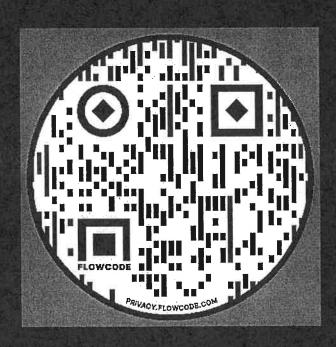
Z-Day Crew 6-Night Crew

NOTES

 ABM intends to review staffing on a quarterly basis to ensure correct numbers for Humboldt USD.

304





ABM®
Building Value

<u>Humboldt Unifired S</u>	<u> chool District June 14, 2021 - June 30, 2021</u>
21 days of service	the control of the co
\$37,711.80	
8 Custodians	The same and the s

Humboldt Unifired School District July 1, 2021 - December 30, 2021

113 days of service \$202,925.40

8 Custodians

Includes ABM oversite, training, supervision.

DISCUSSION Item 9C.

HUSD Pandemic Update

TO:

Humboldt Unified School District Governing Board

Item #QC

FROM:

John Pothast, Superintendent

Reading

DATE:

Tuesday, June 08, 2021

Discuss X

SUBJECT:

HUSD Pandemic Update

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 Boardy

Mr. John Pothast, Superintendent

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

ACTION Item 10A.

GCBA Policy Update

TO: Humboldt Unified School District Governing Board Item #1012

FROM: Kort Miner, Executive Director of Operations/HR Reading

DATE: June 8, 2021 Discuss

SUBJECT: Policy Update As Recommended by Meet and Confer - GCBA Action X

Professional Staff Salary Schedules

Consent

OBJECTIVE: Board Governance

SUPPORTING DATA:

The 2020-2021 Meet and Confer Committee has approved the following changes as recommendations from the Meet and Confer Sub Committee to the HUSD Board for approval for Policy GCBA - Professional Staff Salary Schedules.

GCBA - Professional Staff Salary Schedules

Policy GCBA outlines the process of certificated staff and their initial salary placement within the District. The premise for the change in policy is based on the transition from a traditional salary schedule to a stepless compensation system. This process was discussed with Meet and Confer and reviewed and developed through a subcommittee who presented its findings for approval by Meet and Confer and voted to ratify with the HUSD Governing Board.

The stepless compensation system eliminates the traditional 'steps' on a scale; however, provides for percentage increases or 'raises' based on annual budgetary legislative funding. There is no 'top of the scale' for experienced staff, and educational experience is still still honored.

Initial placement of a newly hired employee would still be based on experience, education and any unique qualifications the candidate may possess. This would be determined using a salary calculator determination chart. Continuing staff's salary would be based on the prior year's salary amount with the addition of Governing Board Approved percentage increases.

The transition to a stepless compensation system provides for long-range benefits to all staff. When looking at percentage increases without the confines of a 'step' make 'raises' more realistic and aligned to the legislative funding initiatives. Therefore, forecasting and budgeting for percentage increases becomes a process that allows for raises without the notion of a 'freeze,' nor an expectation of experience being commensurate with a 'step.'

Deletions have been identified by strikethroughs and additions are identified in "red."

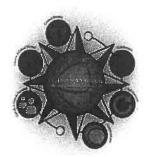
SUMMARY & RECOMMENDATION

The administration recommends the policy changes based on the subcommittee revisions and Meet and Confer's approval. The changes made to GCBA - Professional Staff Salary Schedule have been reviewed and approved by legal counsel.

Approved for transmittal to the Governing Board:

Mr. John Pothast Superintendent

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



HUMBOLDT UNIFIED SCHOOL DISTRICT #22 Stepless Compensation System

Certified, Nurse, Social Worker, and Professional Staff 2021-2022 Base Salary Range

The Stepless Compensation System salary schedule pertains to all personnel holding provisional, basic, or standard certificates at the elementary or secondary levels and other designated staff. All others fall on their appropriate Governing Board compensation schedule.

Position	Entry Base	Top Base	
New Teacher	\$38,722	\$49,747	
Nurse (BSN)	\$40,187	\$51,630	
LPN/AA	\$32,597	\$37,497	
Social Worker	\$38,722	\$49,747	
Professional Staff*	\$55,872	\$68,122	
SLPA/COTA	\$36,481	\$45,567	

Salary Ranges are based on education credits and previous years of experience based on Governing Board Policy GCBA.

Currently, education credits are awarded for graduate level university courses at a rate of \$250 per 3 credit hours carned. Current employees may receive additional compensation for graduate level university courses at a rate of \$250 per each 3 credit hours earned with a limit of 24 approved credit hours each year that are directly related to their subject specialization or are a clear benefit to the District. In order to receive credit, all courses must be pre approved by your supervisor on the "Professional Staff Development Request" form. Employees can earn credits +45 beyond their BA or +75 beyond their MA degree.

Professional Staff*

Curriculum Coordinator, Family/Community Engagement Coordinator, High School Counselor, iChoose Academy Coordinator, Instructional Specialist, Network Administrator, Online Academy Coordinator, Occupational Therapist, Physical Therapist, Preschool Coordinator, Psychologist, Special Services Counselor, Speech-Language Pathologist, Assistant Special Education Director.

ACTION Item 10B.

AP Biology Textbooks

TO: Humboldt Unified School District Governing Board

Item # \OB

FROM:

Dr. Rob Bueche, Executive Director- Educational Services &

Reading

Federal Programs

DATE:

June 8, 2021

Discuss

Consent

SUBJECT:

Adoption of new AP Biology Textbook

Action

X

OBJECTIVE:

To Focus on Planning for Future Student Needs

SUPPORTING DATA:

Each year, teachers who are assigned the Advanced Placement (AP) courses are required to submit their syllabus to the College Board for a thorough vetting process. When this audit is completed, teachers are often given a series of items to consider or to change when it comes to submitting their final syllabus. Over the past several years, the syllabi for AP Biology courses had a finding that the textbook was past the shelf life of 10 years since publication, thus causing Bradshaw Mountain High School and Humboldt Unified School District to consider adopting a new textbook so the AP Biology course could continue being offered at Bradshaw Mountain High School.

A committee was composed of five representatives, who reviewed a total of 3 textbooks using a rubric, based on Governing Board Policy IJJ. The three books which were revered included Mader Biology from McGraw-Hill, Campbell Biology from Savvas/Pearson, and Principles of Life from Bedford, Freeman, & Worth. The review process included physical review of the textbook, video recorded presentations from the companies, and a Question/Answer session where any items which came up during the other review processes could be asked of the publisher. Following these activities, committee members scored the publishers based on a rubric of 1-4. The criteria were the reliability of the publisher, whether or not the resource adequately addresses the curriculum as prescribed by the Arizona Science Standards, the existence of resources for personalizing learning, the availability of multiple perspectives on different content, learner agency and choice, and price.

SUMMARY & RECOMMENDATION

It is the recommendation from the administration to approve the adoption of Campbell Biology, which will be used in the AP Biology course at Bradshaw Mountain High School.

Sample Motion:

I move to approve the adoption of Campbell Biology as a textbook for use in the AP Biology course at Bradshaw Mountain High School.

Approved for transmittal to the Governing Board:

Mr. John Pothast Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director- Educational Services and Federal Programs (759-4010) or Mr. Brett Dahl, BMHS Principal (759-4100)

ACTION Item 10C.

FastBridge

TO:

Humboldt Unified School District Governing Board

Item# 10C

FROM:

Dr. Rob Bueche, Executive Director- Educational Services &

Reading

Federal Programs

DATE:

June 8, 2021

Discuss

SUBJECT:

Adoption of new Universal Screener

Action

X

Consent

OBJECTIVE:

Board Governance

SUPPORTING DATA:

As part of its Title I Reading Intervention programs, Humboldt Unified School District is required to do a universal screener for students to determine where they are at in the development of reading skills. The screener is meant to give staff a quick snapshot on student data, and is used as one of several data points to determine whether or not a student requires additional support in developing reading skills. Previously, Humboldt Unified School District utilized the DIBELS universal screener program. In 2019, legislative revisions were made in Arizona Revised Statutes 12-219 and 15-501 which required students in grades K and 1 to receive regular screening for dyslexia. DIBELS was determined to be inadequate to achieve this outcome, and it was determined that having a tool which is all encompassing would be necessary to avoid giving too many assessments to students which took them away from their general curriculum.

A committee was composed of twelve representatives, who reviewed a total of 3 universal screening using a rubric, based on Governing Board Policy IJJ. The software which were reviewed included FastBridge by Illuminate Education, iSTEEP by STEEP, and mCLASS by Amplify IT. The review process included physical review of the instrument, video recorded presentations from the companies, and a Question/Answer session where any items which came up during the other review processes could be asked of the publisher. Additionally, a site visit to Oak Creek School in Cornville was organized to observe the FastBridge program in use. Following these activities, committee members scored the publishers based on a rubric of 1-5. The criteria were the ease of use and assessment, technological compatibility, data and reporting features, training support, and price.

SUMMARY & RECOMMENDATION

It is the recommendation from the administration to approve the adoption of FastBridge as the Universal Screener for the Humboldt Unified School District.

Sample Motion:

I move to approve the adoption of FastBridge as the Universal Screener used in the Humboldt Unified School District.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Dr. Rob Bueche, Executive Director- Educational Services and Federal Programs (759-4010) or Diane Sallinger, ELA Curriculum/Intervention Coordinator (759-5111)

ACTION Item 10D.

Staff Raises and One-Time ESSER Bonus

TO:

Humboldt Unified School District Governing Board

Item# 1007

FROM:

Roger Studley, Chief Financial Officer

Reading

DATE:

June 8, 2021

Discuss

SUBJECT:

Staff Raises and One-Time ESSER Bonus pay

Action

Consent

Χ

OBJECTIVE:

To Attract and Retain Highly Effective Employees

SUPPORTING DATA:

The legislature has not adopted a budget yet so all the figures are estimates based upon anticipated numbers.

State mandatory inflation funding has increased by a little over 1.2% this year. The 21/22 Proposed Budget includes a 1% pay increase for all returning staff. The total cost for this increase including mandatory benefits is \$233,000. This will come from the mandatory state inflationary increase in state funding.

Federal ESSER funding allows for one-time Covid related staff bonuses. These 2% bonuses will be for all returning and new staff members as of August 2, 2021. The amount will be based on their current position wages. Hourly staff will be calculated at their (hourly wage * daily scheduled hours * work calendar days), teachers will be calculated on their teacher salary plus 2021 Prop 301 amount of \$7,200. All other salaried employees will be calculated by their position salary amount.

The total cost for the one-time bonus is \$668,600 from the ESSER Grant.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board authorize the 1% salary increase and the one-time ESSER 2% bonus.

SUGGESTED MOTION:

I motion to approve a 1% raise to all employees for the FY 21/22 school year and to pay a 2% ESSER one-time bonus to all new and returning employees.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

ACTION Item 10E.

2021-22 FY Proposed Budget

TO: Humboldt Unified School District Governing Board Item # 106

FROM: Roger Studley, Chief Financial Officer Reading

DATE: June 08, 2021 Discuss

SUBJECT: FY 21/22 Proposed Budget Action X

OBJECTIVE: Goal # 2 Planning for Future Student Needs

SUPPORTING DATA:

Per ARS 15-905 a: School districts in Arizona are required to propose a budget for the upcoming school year no later than July 5th of the budget year. This year the legislature has not adopted a budget so we have to prepare a budget based on best guess assumptions.

Using this method gives us the opportunity to adjust our budget in September based on the actual adopted state budget.

HIGHLIGHTS:

The following represent the highlights of the FY 21-22 proposed budget:

Maintenance and Operation Budget:

Base Level Support:

- \$4,391.65 which includes an increase of \$85.92 that represents inflation and the
 20 by 20 teacher raises
- O Current Maint. & Op budget projected to be: \$34,764,255
- o Includes budget balance carryover estimate of \$1,164,825
 - o To be revised to actual after all the conclusion of the encumbrance period at the end of August.

ADM

- o Proposed budget was prepared using the FY 20/21 final 100 day ADM of 4,905
- o The District will continue to monitor the ADM in FY 21/22 and adjust as needed

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the proposed budget for FY 21/22 as presented.

SUGGESTED MOTION: I motion to approve the FY21/22 Proposed Budget as presented.

Approved for transmittal to the Governing Board:

John Pothast, Superintendent

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

PERSONNEL Item 11A.

Executive Director of Educational Services & Innovation

Item # 1 (A Humboldt Unified School District Governing Board TO: Kort Miner, Executive Director of Operations Reading FROM: **Discuss** June 8, 2021 DATE: Action X Approval of Dr. Christine Griffin as the 2021-22 Executive SUBJECT: Director - Educational Services & Innovation Consent Goal #1: To Raise the Level of Student Achievement OBJECTIVE: Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees

SUPPORTING DATA

After reviewing and paper-screening all applications, a Search Committee was convened to interview two (2) highly qualified candidates for the Executive Director of Educational Services & Innovation position.

The committee had certified staff, classified staff, and administrative representation. Members included: Mr. John Pothast, Superintendent, Aimee Fleming, Lake Valley Principal, Candice Blakely, Coyote Springs Principal, Diane Salinger, Curriculum Coordinator, Richard Adler, Governing Board President and Stacy Marcus, Federal Grants Secretary. Upon completion of the interviews, the committee's choice for the position was Dr. Christine Griffin.

The committee's recommendation to the Governing Board is to name Dr. Christine Griffin as the Executive Director of Educational Services & Innovation. Dr. Griffin has 3 years of classroom teaching experience as well as 8 years of building level administrative experience. For the past three years she has served as principal at Granville Elementary School. Additionally, Dr. Griffin has been involved with a variety of district committees including Kinship Group, Yavapai County Education Technology Consortium, Meet and Confer, and the Social-Emotional Learning Committee.

SUMMARY & RECOMMENDATION

The Search Committee, Superintendent Pothast, and President Adler support the recommendation that Dr. Griffin be approved as the new Executive Director of Educational Services & Innovation for the Humboldt Unified School District.

Sample Motion

I move to approve the employment of Dr. Christine Griffin as the new 2021-2022 Executive Director of Educational Services & Innovation.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

PERSONNEL Item 11B

Coyote Springs Elementary School Principal

Item # 118 TO: Humboldt Unified School District Governing Board Kort Miner, Executive Director of Operations Reading FROM: **Discuss** DATE: June 8, 2021 Action X Approval of Mrs. Michelle McCabe as the 2021-22 Coyote SUBJECT: Springs Elementary School Principal Consent Goal #1: To Raise the Level of Student Achievement OBJECTIVE: Goal #2: To Focus on Planning for Future Student Needs Goal #4: To Attract and Retain Highly Effective Employees

SUPPORTING DATA

After reviewing and paper-screening all applications, a Search Committee was convened to interview two (2) highly qualified candidates for the Coyote Springs Elementary School Principal position.

The committee had certified staff, classified staff, and administrative representation. Members included: Mr. John Pothast, Superintendent; Christine Griffin, Granville Elementary Principal; Keri Williams, Coyote Springs Administrative Assistant; Nancy Ruiz, Granville Parent; Suzie Roth, Governing Board Member; Diane Salinger, Curriculum Coordinator; and Adrienne Houston, Coyote Springs Teacher. Upon completion of the interviews, the committee's choice for the position was Ms. Michelle McCabe.

The committee's recommendation to the Governing Board is to name Mrs. Michelle McCabe as the new Coyote Springs Elementary School Principal. Mrs. McCabe has 15 years of classroom teaching experience, with the last 6 years as a teacher at Coyote Springs Elementary School. Additionally, Mrs. McCabe has been involved with numerous HUSD school and district committees including as a PLC Grade Team Leader, Math Cadre Leadership Team, Standards Referenced Grading Leader, EdLeader21 Leadership Team, and the Altitude Learning Leadership Team.

SUMMARY & RECOMMENDATION

The Search Committee, Superintendent Pothast, and Mrs. Roth support the recommendation that Mrs. McCabe be approved as the new Coyote Springs Elementary School Principal for the Humboldt Unified School District.

Sample Motion

I move to approve the employment of Mrs. Michelle McCabe as the new 2021-2022 Coyote Springs Elementary School Principal.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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

PERSONNEL Item 11C.

Glassford Hill Middle School Principal

TO: Humboldt Unified School District Governing Board Item # 1

FROM: Kort Miner, Executive Director of Operations Reading

DATE: June 8, 2021 Discuss

SUBJECT: Approval of Ms. Candice Blakely as the 2021-22 Glassford Action X

Hill Middle School Principal

Consent

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

Goal #2: To Focus on Planning for Future Student Needs
Goal #4: To Attract and Retain Highly Effective Employees

SUPPORTING DATA

After reviewing and proper screening all applications, a Search Committee was convened to interview two (2) highly qualified candidates for the Glassford Hill Middle School Principal position.

The committee had certified staff, classified staff, and administrative representation. Members included: Mr. John Pothast, Superintendent, Veronica March, Glassford Administrative Assistant, Jessica Bennett, Bradshaw Mountain Middle School Principal, Jared Friedrich, Glassford Hill Teacher, Patty Bitsilly, Director of Special Education and Corey Christians, Governing Board member. Upon completion of the interviews, the committee's choice for the position was Ms. Candice Blakely.

The committee's recommendation to the governing Board is to name Mrs. Candice Blakely-Stump as the Principal of Glassford Hill Middle School. Mrs. Blakely-Stump has 8 years of classroom teaching experience as well as 18 years of building level administration experience. For the past 11 years she has served as the principal of Coyote Springs Elementary School. Additionally, Mrs. Blakely-Stump has been involved with numerous committees including Superintendent's Advisory Committee, District Discipline Committee, Safety, Meet and Confer, and Teacher and Principal Evaluation. Mrs. Blakely-Stump has been equally visible in the community working with Matforce, Seroptimist, Prescott Area Leadership, Chamber of Commerce and the Prescott Valley Town Council.

SUMMARY & RECOMMENDATION

The Search Committee and Mr. Christians support the recommendation that Mrs. Candice Blakely-Stump be approved as the new Principal of Glassford Hill Middle School for the Humboldt Unified School District.

Sample Motion

I move to approve the employment of Ms. Candace Blakely as the new 2021-2022 Glassford Hill Middle School Principal.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

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