



The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Tuesday, June 29, 2021

HUSD Transportation Training Facility
6411 N Robert Road (bldg. 500)
Prescott Valley, AZ

Special 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

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 29, 2021**, at **Transportation Training Facility**, located at **6411 N Robert Road, Prescott Valley, Arizona**.

**** 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 SPECIAL SESSION

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CONSENT**
Pages 1-20 A. Request for approval to renew the Intergovernmental Agreement (IGA) with Yavapai College for dual credit courses offered at Bradshaw Mountain High School for the 2021-22 school year.
6. **DISCUSSION ITEMS (*no action will be taken*)**
Pages 21-30 A. Discussion of the Humboldt Unified School District Governing Board Self Evaluation
7. **PERSONNEL**
Pages 31-32 A. Discussion and possible action to approve the hiring of new Director of Informational Services
Pages 33-34 B. Discussion and possible action to approve the hiring of new Granville Elementary School Principal

Pages 35-36 ***C.** Discussion and possible action regarding the payment of the second half of Superintendent Pothast's performance pay for the 2020-21 school year.
[Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]

8. ANNOUNCEMENTS

A. Next Scheduled Board Meetings are:

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

9. 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).

CONSENT

Item 5A.

IGA w/Yavapai College for Dual Credit
Courses

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #
FROM:	Dr. Christine Griffin, Executive Director of Educational Services and Innovation	Reading
DATE:	June 29, 2021	Discuss
SUBJECT:	Request for approval of Intergovernmental Agreement (IGA) with Yavapai College	Action
		Consent X

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

SUPPORTING DATA:

Attached is the 2021-2022 Intergovernmental Agreement (IGA) between Yavapai College and Humboldt Unified School District for dual credit courses offered at Bradshaw Mountain High School.

There are no changes from the previous IGA, with the exception of the length being extended to a two-year agreement.

The IGA has been approved by district legal counsel and was approved by the Governing Board for the first Fiscal Year June 9, 2021.

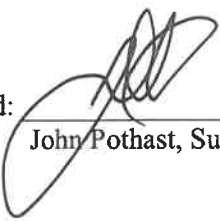
SUMMARY & RECOMMENDATION:

The administration recommends the approval of the IGA between Yavapai College and Humboldt Unified School District for the 2021-2022 school year.

Sample Motion:

I move to approve the IGA with Yavapai College for the offering of dual credit courses at Bradshaw Mountain High School for the 2021-2022 school year.

Approved for transmittal to the Governing Board:



John Pothast, Superintendent

APPROVED

JUN - 9 2020

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COMMUNITY COLLEGE DISTRICT
AND
HUMBOLDT UNIFIED SCHOOL DISTRICT #22**

Humboldt Unified School District
Governing Board.

This Intergovernmental Agreement ("Agreement") is entered into between Yavapai County Community College District ("College"), and Humboldt Unified School District #22 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

"Dual Enrollment Course" shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it ("Effective Date").

B. The term of this Agreement shall be from the Effective Date through June 30, 2022 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Course and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated annually by College.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

7.5 Manner of Financing

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitute the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

20. LEGALWORKER REQUIREMENT

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

21. WORKERS COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

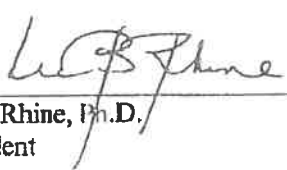
If to College:

Yavapai College
Attn: Purchasing and Contracting Dept.
1100 E. Sheldon Street
Prescott, AZ 86301

If to School District:

Humboldt Unified School District #22
Mr. John Pothast, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

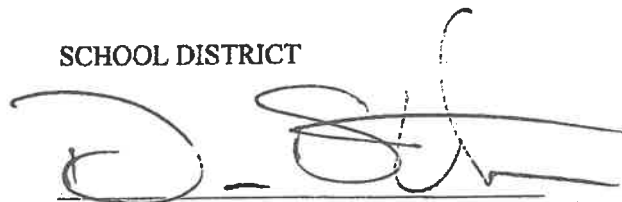
COLLEGE


By: Lisa B. Rhine, Ph.D.
Title: President

Date

5.12-2020

SCHOOL DISTRICT


By: Daniel Streeter, Ed.D.
Title: Superintendent

Date

APPROVED

JUN - 9 2020

Humboldt Unified School District
Governing Board

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

By: [Signature]
By: Benson Hufford
Title: Attorney
Counsel for Yavapai County Community
College District
Dated: 4/30/20

By: [Signature] for RES HURD
By: [Signature]
Title: ATTORNEY
Counsel for HUMBOLDT UNIFIED School
District
Dated: 5/1/2020

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

Semester 1 is Fall, Semester 2 is Spring and Semester 3 is a Year-long course.

The number of students admitted for any Dual Enrollment Course shall not exceed a maximum of TBD (listed below if applicable) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

The following courses are also offered to freshmen and sophomore students: CNT 100, CNT 115, MAT 187, SPA 101, and SPA 102

COLLEGE TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX	H.S. TITLE
Nursing Assistant	AHS 114	5	3	Vallely	20	C.N.A. (Nursing Assistant)
Intro to Computer Networking Technology	CNT 100	3	1	Sanderlin		Computers & Networking
Cybersecurity Principles	CNT 105	3	1	Sanderlin		Cybersecurity Principles
A+ Computer Technician Certification	CNT 110	4	1	Sanderlin		Computers & Networking
Network+: Networking Technologies Cert	CNT 115	4	2	Sanderlin		Computers & Networking
Introduction to Windows Server	CNT 120	3	2	Sanderlin		Computers & Networking
Security+: Implement & Maintain						
Network Security	CNT 135	3	2	Sanderlin		Cybersecurity Principles
College Composition I	ENG 101	3	1	Leveron	22	English 101
College Composition II	ENG 102	3	2	Leveron	22	English 102
College Mathematics	MAT 142	3	1	Larson		College Math
Precalculus	MAT 187	5	3	TBD		Pre-Calculus
Beginning Spanish I	SPA 101	4	1	Van Oss		Spanish 101
Beginning Spanish II	SPA 102	4	2	Van Oss		Spanish 102

EXHIBIT B

FINANCIAL PROVISIONS

*Fill in the blanks. If the information is not applicable, indicate N/A in the blank.
Additional directions for completing this form are in italics.*

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

☐ School District shall provide and pay all instructors.

☐ College shall provide and pay all instructors.

☒ Each party shall provide and pay for instructors as follows: Yavapai College will provide and pay for the instructor(s) for the CNT classes and Humboldt Unified School District will provide and pay for all other instructors.

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District zero Dollars (\$0) per credit hour for each properly enrolled student, capped at zero Dollars (\$0) per credit hour for each course. *(Indicate N/A if there is no cap.)*

**3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE
TUITION:**

No tuition is charged for Dual Enrollment classes, except for CNT classes which are \$122 per credit. College tuition in non-Dual Enrollment classes varies based on discipline for in-state students. The tuition rates range from ninety-five to two hundred Dollars (\$95 to \$200) per credit hour for each in-state student. College tuition also varies for out-of-state students based on discipline and the number of credit hours in which the student is enrolled. The tuition rates range from one hundred forty-three to four hundred eighty-two Dollars (\$143 to \$482) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. (see <https://www.yc.edu/v6/academics/tuition-fees-2021.html> for specific information about tuition rates).

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>
1. There is a \$10 per credit hour cost for Dual Enrollment classes.	District <u>X</u> Student <u> </u>

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

☒ School District is responsible for payment of costs to the College.

☐ Each student is responsible for payment of costs to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Payments to be sent to the College:
Yavapai College
Attn: Accounting Manager
1100 E. Sheldon Street
Prescott, AZ 86301

Invoices to be sent to the School District:
Humboldt Unified School District #22
Mr. John Pothast, Superintendent
6411 N. Robert Road
Prescott Valley, AZ 86314

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:
(Specify dollar amount)
\$ 5,293.92

Portion of that FTSE distributed to School District:
(Specify percentage or dollar amount)
\$0

Amount School District returned to College:
(Specify percentage or dollar amount)
\$0

DISCUSSION

Item 6A.

HUSD Governing Board Self-Evaluation

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #
FROM:	Richard Adler, Governing Board President	Reading
DATE:	June 29, 2021	Discuss X
SUBJECT:	HUSD Governing Board Self Evaluation	Action
		Consent
<hr/>		
OBJECTIVE:	Board Governance	

SUPPORTING DATA

Policy BAA outlines the process for the Annual Board Self-Evaluation to be conducted no later than October 30th which was suspended in the September 8, 2020 regular meeting due to the complexities inherent during the pandemic. Traditionally this has been done in late summer/early fall of each year.

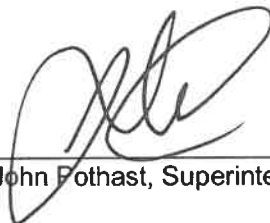
The current evaluation instrument is attached to this transmittal. It is completed by each Board Member individually and the results are compiled by the Secretary to the Superintendent and Governing Board. This compilation is then distributed at a special session and discussed by the Board.

SUMMARY & RECOMMENDATION

Sample Motion

(Discussion only – no motion needed.)

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: Richard Adler, Board President at 928-759-5007

BAA ©
EVALUATION OF SCHOOL BOARD /
BOARD SELF-EVALUATION

The Board may meet at least annually, not later than October 30, for the purpose of appraising its functioning as a Board and to evaluate Board performance. The appraisal plan approved by the Board will be developed by the Board President working with the Superintendent.

Evaluation instruments for Board operation may be used in the process.

The Superintendent and others who regularly work with the Board may be asked to participate in all or a portion of the appraisal.

Areas of Board operations and relationships that may be appropriate to consider during the evaluation of Governing Board procedures may include, but are not limited to:

- Board meetings/decision-making process.
- Policy development/implementation.
- Board/District goal setting.
- Curriculum and instruction management/program.
- Fiscal management/resource allocation.
- School plant planning/management.
- Board member orientation.
- Board member development.
- Board officer performance.
- Board member relationships.
- Board-Superintendent relationship.
- Board-community relationship.
- Legislative and governmental relationships.

Adopted: date of Manual adoption

LEGAL REF.:
A.R.S.
15-321

CROSS REF.:
BDD - Board-Superintendent Relationship

H.U.S.D. Board Self-Assessment

Directions: Using the following 5-point rating scale, rate the operation of your school board. Please circle the appropriate number in each area. If appropriate, do not hesitate to qualify or clarify your answer with a short written comment.

- 1 = Never
- 2 = Rarely
- 3 = Most of the time
- 4 = Always

Revised 9/2015

AREAS OF ASSESSMENT	RATING
A. ORIENTATION & CONTINUING DEVELOPMENT	
1. A program is conducted for newly elected or appointed board members to orient them to duties and responsibilities and to acquaint them with board policies, operating procedures, and current issues facing the district. A training program is provided by the Superintendent and staff, as needed.	1 2 3 4 Comment:
2. Resource groups, professional publications, and electronic media are used to bring appropriate information to the board and to engage board members in learning activities.	1 2 3 4 Comment:
3. Board members take advantage of opportunities for board in-service training including continuing education trainings, an annual self-assessment, and an annual retreat with the Superintendent and other stakeholders.	1 2 3 4 Comment:
4. The board allows for relationship building as part of its orientation process.	1 2 3 4 Comment:
B. MEETINGS OF THE BOARD	
1. The agenda is accompanied by an appropriate amount of rationale and/or data and received by board members within sufficient time for them to study and review it prior to the meeting.	1 2 3 4 Comment:
2. The board president and superintendent review the agenda together prior to its distribution and appropriate procedures are in place to permit any member to add items to the agenda.	1 2 3 4 Comment:

3. The agenda is divided into action items and discussion items and items are rarely added to the agenda at the last minute, in order to avoid "surprises".	1 2 3 4 Comment:
4. Board members who want additional information about agenda items contact the superintendent, board president, or the person listed on the agenda item, in advance of the meeting.	1 2 3 4 Comment:
5. If new issues or additional questions requiring research arise at the meeting, the superintendent is given sufficient time to research those issues or questions.	1 2 3 4 Comment:
6. Board members display good listening skills and a spirit of compromise when impasses arise. Members vote their conscience, but support the majority decisions.	1 2 3 4 Comment:
7. The board follows its prescribed role as a policy-making body and does not become involved in micro-managing or making administrative decisions.	1 2 3 4 Comment:
8. The meeting is conducted in a business-like manner, and follows accepted parliamentary procedures and rules. Members speak loudly and clearly enough so everyone present can hear them.	1 2 3 4 Comment:
9. The president takes charge of the meeting and keeps the meeting under control and on topic.	1 2 3 4 Comment:
10. Board members treat school personnel and each other politely and with respect during the meeting.	1 2 3 4 Comment:

11. The location and setting of the meeting is comfortable and conducive to getting business done with adequate room for the public.	<div>1 2 3 4</div> Comment:
12. A conscious effort is made to make the public feel welcome at board meetings, providing them with copies of the agenda and board rules, and a policy for public participation is well articulated at each meeting by the board president and is followed to maintain order.	<div>1 2 3 4</div> Comment:
13. The meeting starts on time and concludes within a reasonable period of time.	<div>1 2 3 4</div> Comment:
C. SCHOOL EXTERNAL RELATIONS AND COMMUNICATIONS	
1. Board members participate in school/community affairs.	<div>1 2 3 4</div> Comment:
2. Board members channel all concerns, complaints, and criticisms of the district through the chain of command for study with the expectation that the superintendent will report back to the board.	<div>1 2 3 4</div> Comment:
3. Board members refrain from publically committing to a position on an issue before all relevant facts are presented at a meeting.	<div>1 2 3 4</div> Comment:
4. The board encourages public participation at board meetings and other school and district events.	<div>1 2 3 4</div> Comment:
D. RELATIONSHIP WITH SUPERINTENDENT	
1. The board provides the superintendent with a job description and clear statement of its expectation of performance and personal qualities against which he/she will be measured.	<div>1 2 3 4</div> Comment:

2. A fair and comprehensive evaluation system exists for the superintendent and is discussed with him/her.	1 2 3 4 Comment:
3. The board displays confidence in the superintendent and reaches decisions only after consideration of all available background data and the recommendation of the superintendent.	1 2 3 4 Comment:
4. The board requests information from staff members through the superintendent or with the knowledge of the superintendent.	1 2 3 4 Comment:
5. There is a climate of mutual respect and trust, including commendation offered whenever earned, and constructive criticism given when necessary.	1 2 3 4 Comment:
6. Matters tending to alienate either board members or the superintendent are discussed immediately.	1 2 3 4 Comment:
7. The superintendent provides clear options and an administrative recommendation on issues brought to the board.	1 2 3 4 Comment:
8. The board and superintendent work to achieve a climate of good faith and good will through collaborative team work and clear communication.	1 2 3 4 Comment:
E. PLANNING AND GOAL SETTING	
1. The board utilizes and is guided by adopted board goals.	1 2 3 4 Comment:

<p>2. Administrators, teachers, students, and parents are involved in the development of board goals. Board goals are reviewed and updated annually, or more frequently, as needed.</p>	<p style="text-align: right;">1 2 3 4</p> <p>Comment:</p>
<p>3. Service organizations, community and business groups are consulted during the board goal development process.</p>	<p style="text-align: right;">1 2 3 4</p> <p>Comment:</p>
<p>F. POLICY-MAKING</p>	
<p>1. The board adheres to its written policies, and updates policies as needed.</p>	<p style="text-align: right;">1 2 3 4</p> <p>Comment:</p>
<p>2. The board provides the superintendent with the opportunity to develop policy proposals in a timely manner.</p>	<p style="text-align: right;">1 2 3 4</p> <p>Comment:</p>
<p>3. The board utilizes an in-state school board association as its primary source for policy services and updates.</p>	<p style="text-align: right;">1 2 3 4</p> <p>Comment:</p>

ASSESSMENT OF STRENGTHS AND OPPORTUNITIES

A. What do you think are the three most important issues confronting the board during the next six months?

- 1.
- 2.
- 3.

B. What do you think are the three most important issues confronting the board during the next 6-24 months?

- 1.
- 2.
- 3.

C. Name three "combined strengths" of the board – as a board. (What does the board have going for it?)

- 1.
- 2.
- 3.

D. Name three "opportunities" of the board – as a board, that you think the board needs to improve.

- 1.
- 2.
- 3.

E. Other comments for discussion:

Individual Governing Board Member Self-Assessment Goals and Action Plan

(To be completed by individual board members prior to the self-assessment meeting)

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Governing Board Self-Assessment Goals and Action Plan

(To be completed by board members at the self-assessment meeting)

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

Goal: To: _____

Actions to be taken	By whom?	Due Date	Benchmarks of success:

PERSONNEL

Item 7A.

Director of Information Services

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	June 29, 2021	Discuss
SUBJECT:	Approval of Mr. Bob Terry as the Director of IT for HUSD	Action X
		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 properly screening all applications, a Search Committee was convened to interview two (4) highly qualified candidates for the Director of IT position.

The committee had certified staff, classified staff, and administrative representation. Members included: Mr. John Pothast, Superintendent, Robin Berardi, Help Desk Technician, Scott Terry, Assessment/Data Coordinator, Christine Griffin, Principal of GES, Ashley Tetreault, IS/Tech Tools Team and Ryan Gray, Governing Board member. Upon completion of the interviews, the committee's choice for the position was Mr. Bob Terry.

The committee's recommendation to the governing Board is to name Mr. Bob Terry as the Director of IT for the Humboldt Unified School District. Mr. Terry has been managing technology support for eighteen different locations across the USA and internationally. He has 5 years of experience as the IT Director and Operations Director for Arizona Christian University. He has spent 15 years interacting with school districts in K-12 software development companies. And, he spent two years as a middle school teacher before moving into the IT realm.

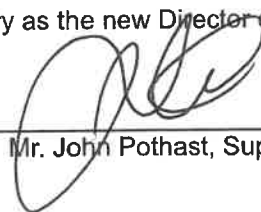
SUMMARY & RECOMMENDATION

The Search Committee and Mr. Gray support the recommendation that Mr. Bob Terry be approved as the new Director of the IT Department for the Humboldt Unified School District.

Sample Motion

I move to approve the employment of Mr. Bob Terry as the new Director of IT for the Humboldt Unified School District.

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 7B.

Granville Elementary School Principal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	June 29, 2021	Discuss
SUBJECT:	Approval of Ms. Patricia Scarpa as the 2021-22 Granville Elementary School Principal	Action X
		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 Granville Elementary School Principal position.

The committee had certified staff, classified staff, and administrative representation. Members included: Mr. John Pothast, Superintendent, Melissa Tannehill, Humboldt Elementary School Principal, Jennifer Mraz, Granville Teacher, Liz Rushton, Instructional Specialist at GES, Austin Mullins, parent and Paul Ruwald, Governing Board member. Upon completion of the interviews, the committee's choice for the position was Ms. Patricia Scarpa.

The committee's recommendation to the governing Board is to name Ms. Patricia Scarpa as the Principal of Granville Elementary School. Ms. Scarpa has 12 years of classroom teaching experience as well as 14 years of building level administration experience. For the past three years she has served as the Instructional Specialist at GES and MVES. Additionally, Ms. Scarpa has been involved with numerous committees including the SEL Committee and the Gifted Committee. In 2013 she was named Rodel Exemplary Principal of the year (one of seven) for the state of Arizona.

SUMMARY & RECOMMENDATION

The Search Committee and Mr. Ruwald support the recommendation that Ms. Patricia Scarpa be approved as the new Principal of Granville Elementary School for the Humboldt Unified School District.

Sample Motion

I move to approve the employment of Ms. Patricia Scarpa 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

PERSONNEL

Item 7C.

Superintendent's Performance Pay

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	June 29, 2021	Discuss
SUBJECT:	Superintendent's Performance Pay Plan – Payment of Part Two	Action X

OBJECTIVE: Board Governance

SUPPORTING DATA

The superintendent is eligible to earn performance pay in addition to his annual base salary if he satisfies the criteria for an award of performance pay as described below.

Method of Performance Assessment:

The Superintendent shall be deemed to have earned Performance Pay if a majority of the Governing Board members present and voting on the day of the Performance Pay Assessment agree that Superintendent has met Performance Pay criteria. The Board shall conduct its Performance Pay Assessment two times a year. There shall be two parts to the Performance Pay Plan:

Part One: Fifty percent (50%) of the Performance Pay amount shall be reviewed and determined in December of each year, during the same time that the Board conducts the Superintendent's annual evaluation under Board Policy CBI. If, after the Board has conducted its annual evaluation of the Superintendent, a majority of the Board finds that the Superintendent's performance is rated satisfactory or better, in the performance categories designated in the evaluation instrument, then the Superintendent shall receive one-half (1/2) of his Performance Pay. If a majority of the Governing Board does not rate the Superintendent's performance as satisfactory or better, then the Superintendent will receive none of this one-half (1/2) of the Performance Pay.

Part Two: In addition, the remaining fifty percent (50%) of the Performance Pay amount shall be paid to the Superintendent on or before the end of the applicable school year, if a majority of the Governing Board finds that the Superintendent has met the measurable and attainable performance goals for the current school year, which were mutually agreed upon by the Board and Superintendent.

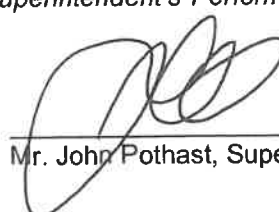
SUMMARY & RECOMMENDATION

Per the Performance Pay Plan, the Governing Board and Superintendent mutually agreed upon three measurable and attainable goals for the current school year.

Sample Motion

I move to approve payment of Part Two of the Superintendent's Performance Pay Plan for the 2020-21 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)