

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

GOVERNING BOARD MEETING

Tuesday, June 15, 2021

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

REGULAR MEETING SESSION

6:00 p.m.

2200 Havasupai Blvd.
District Office - Bldg. C

Governing Board Members

John Masden, President
Dr. Eric Aurand, Vice President
Lisa Roman, Member
Archana Aliyar, Member
Kyle Neidermann, Member

Administrators

Dr. Rebecca Stone, Superintendent
Aggie Wolter, Director of Special Services
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology



**Scholarship
Character
Humanity**

Please Post

NEWS RELEASE

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

For Immediate Release: June 11, 2021

For Information Contact: Terry Fleming 505-6925

**NOTICE OF PUBLIC MEETING OF THE GOVERNING BOARD OF
LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1**

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

Pursuant to A.R.S. 38.431.02 notice is hereby given to the members of the Governing Board of Lake Havasu Unified School District No. 1 and to the general public that the Governing Board of Lake Havasu Unified School District No. 1 will hold their regularly scheduled Governing Board meeting on **Tuesday, June 15, 2021, at 6:00 p.m. in the Boardroom of the District Office in Building C, located at 2200 Havasupai Blvd., Lake Havasu City, Arizona.**

Members of the Lake Havasu Unified School District Governing Board will attend either in person or by technological devices such as speakerphone, internet, or other device.

When necessary, the Board may vote to go into Executive Session intermittently throughout the meeting, which will not be open to the public, for discussion and consultation for legal advice regarding any of the agenda items (A.R.S. § 38-431.03 (A)(3)). The Board may also vote to go into Executive Session if so noted, which will not be open to the public, to discuss personnel matters (A.R.S. § 38-431.03(A)(1)), records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2)), or for legal advice and consultation regarding pending or contemplated litigation (A.R.S. § 38-431.03(A)(4)). The Board reserves the right to change the order of items on the Agenda and to call matters in random order.

Meetings of the Governing Board may be audio or video recorded, which may result in the audio or video recording of a minor child. Pursuant to A.R.S. 1-602(A)(9), subject to certain express statutory exceptions, parents have a right to consent before the State or any of its political subdivisions makes a video or audio recording of a minor child. In order to exercise their rights, parents may either file written consent with the District, consenting to such recording, or take affirmative steps to ensure that their child is not present when a recording may be made. Should the child be present at the time a recording is made, this right will be considered to have been waived.

A copy of the agenda background material provided to LHUSD Board members (with exception of material relating to possible executive sessions) is available for public inspection twenty-four hours before the meeting at the Superintendent's Office, 2200 Havasupai Blvd., Lake Havasu City, AZ.

The AGENDA for the meeting is as follows:

Dated this 11th day of June 2021,

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1


Dr. Rebecca Stone, Superintendent

The Lake Havasu Unified School District # 1 endeavors to ensure accessibility of all its programs, facilities and services to all persons with disabilities. If you need a reasonable accommodation, please contact Terry Fleming, at 505-6925, as early as possible to arrange the accommodation.



**Scholarship
Character
Humanity**

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1

NOTICE OF PUBLIC MEETING

June 15, 2021

**District Office Boardroom,
2200 Havasupai Blvd., Lake Havasu City, AZ**

A G E N D A

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

REGULAR MEETING SESSION:

6:00 p.m.

1. Routine Opening of Meeting - Call to Order

President

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

1.3 Pledge of Allegiance

1.4 Call for an Executive Session *(If the situation warrants, an Executive Session may be held during the meeting, pursuant to ARS 38.431.03: o A.1 for "Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of a public officer, appointee, or employee of any public body, except that, with the exception of salary discussions an officer, appointee, or employee may demand that such discussion or consideration occur at a public meeting." o A.3 for "Discussion or consultation for legal advice with the attorney or attorneys of the public body." o A.4 for "Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position in pending or contemplated litigation.")*

2. Call to the Public – if requesting to speak on a posted action item no form is necessary.

Form BEDH-E is required to address the Board during Call to the Public. Form must be turned in to the Superintendent before meeting starts. There will be a five (5) minutes time limit per speaker. *At this time, the Board President will call for comments from members of the public on items not on the agenda. Because of restrictions imposed by A.R.S. § 38-431.01, discussion and action on items brought before the Board during this time will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.*

3. Recognitions and Presentations

President

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski

4. Consent Agenda (Action Items)

4.1 Approval of Consent Agenda

President

(The following items are considered to be routine or have been previously reviewed by the Governing Board and will be enacted by one motion. There will be no separate discussion on these items, unless there is a request for clarification of an item, or a request from any member of the Governing Board or citizen, that an item be removed from the Consent Calendar. Such request shall cause the item to be considered separately as an Action Item 4.2.)

4.1.1 Approval of Minutes:

Regular Session of May 4, 2021

Special Session of May 18, 2021

Executive Session of May 18, 2021

4.1.2 Approval or Modification of Agenda

4.1.3 Personnel Report: Certified; Employment, Separation, Exception to Policy, Long Term Leave, Other. Support Staff; Employment, Separation, Exception to Policy, Long Term Leave, Other. Stipends.

4.1.4 Acceptance of Gifts and Donations to the Lake Havasu Unified School District in the amount of \$113,860.10 and to Student Activities Organizations in the amount of \$2,750.00.

A detailed list of donations can be viewed as background material by contacting the District.

4.1.5 Approval of Travel – none.

Stone

4.1.6 Approval of Change in Policy Exhibit DBC-E Budget Deadlines and Schedules **Murray**

4.2 Item(s) removed from the Consent Agenda. *Board may remove items from the consent calendar for individual consideration.*

5. Old Business (Action Items) – none.

6. New Business (Action Items)

- | | |
|--|--------------|
| 6.1 Approval of Renewal of Taher Food Service Contract for 2021-2022 | Murray |
| 6.2 First Presentation/Review of Revised Policy IKFB Graduation Exercises | Stone |
| 6.3 Approval of Memorandum of Understanding between Hospice of Havasu and Lake Havasu Unified School District #1 and Lake Havasu High School | Wolter |
| 6.4 Approval of Renewal of Memorandum of Understanding for WACOG Head Start Preschool Classroom Facilities | Wolter |
| 6.5 Approval of Memorandum of Understanding for WACOG Head Start Collaborative Readiness Activities | Wolter |
| 6.6 Approval of Renewal of Memorandum of Agreement for WACOG Head Start for Provision of Preschool Special Education Services | Wolter |
| 6.7 Approval of Follett Destiny Licensing Purchase | Festa-Daigle |
| 6.8 Approval of Lake Havasu Unified School District #1 Administrator Evaluation and Growth System | Festa-Daigle |
| 6.9 Approval of 2021-22 Pay for Performance Plan | Festa-Daigle |
| 6.10 Approval of Renewal of Services for Frontline for Human Resources and Time Card Services | Festa-Daigle |
| 6.11 Approval of Contract for District Standardized Apparel | Murray |
| 6.12 Approval of Resolutions Fiscal Year 2021-2022 | Murray |
| 6.13 Approval of Resolution 2021-22-11 and Borrowing Request to Wells Fargo Bank | Murray |
| 6.14 Appointment of Employee Benefit Trustees | Murray |
| 6.15 Approval of Use of Facilities Agreement with Havasu Heat | Murray |
| 6.16 Approval of Vouchers, Student Activity Funds, and Auxiliary Funds | Murray |

7. Informational

- * Superintendent
- * Directors
- * Governing Board Members

8. Call to the Public – if requesting to speak on a posted action item no form is necessary.

Form BEDH-E is required to address the Board during Call to the Public. Form must be turned in to the Superintendent before meeting starts. There will be a five (5) minutes time limit per speaker. At this time, the Board President will call for comments from members of the public on items not on the agenda. Because of restrictions imposed by A.R.S. § 38-431.01, discussion and action on items brought before the Board during this time will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.

9. Communications

(This item is on the agenda to note the receipt of communications to the Board. Because of restrictions imposed by ARS §38-431.01 et seq., discussion and action on any item that is brought before the Board during this time will be deferred until a later meeting, if appropriate.)

- | | |
|---|-----------|
| * Board Suggestions for Future Agenda Items | President |
| * Press/Media - Clarifying Questions | President |

(This item is on the agenda to permit the media to ask questions clarifying the factual transmission of the business of the Board.)

10. Adjournment

President

**NEXT SCHEDULED REGULAR MEETING
OF THE GOVERNING BOARD**

**Tuesday, July 6, 2021 6:00 p.m.
District Office Boardroom, 2200 Havasupai Blvd.**



**Scholarship
Character
Humanity**

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF MINUTES

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the MINUTES as printed:

Regular Session of May 4, 2021
Special Session of May 18, 2021
Executive Session of May 18, 2021

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1

2200 Havasupai Blvd., Lake Havasu City, AZ 86403

UNAPPROVED

Governing Board Minutes

May 4, 2021

Until further notice we will be enforcing the CDC's and the Mohave County Health Department's recommendations of 'Prevention Strategies to Reduce Transmission of SARS-CoV-2 in Schools', including the use of masks and physical distancing. Meeting can be viewed live at www.lhusd.org/boardvideos.

REGULAR MEETING:

1. Routine Opening of Meeting - Call to Order

The Regular Meeting of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing President, John Masden, at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S., Lake Havasu City, Arizona at 6:00 p.m., on May 4, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

BOARD MEMBERS PRESENT:

John Masden, President
Dr. Eric Aurand, Vice President
Lisa Roman, Member
Kyle Neidermann, Member

BOARD MEMBERS ABSENT:

ADMINISTRATION PRESENT:

Archana Aliyar, Member
Dr. Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology
Nina Mersing, Principal, Smoketree Elementary
Tamara Yates, Principal, Havasupai Elementary
Corey Triassi, Principal, Starline Elementary
Roger Burger, Principal, Nautilus Elementary
Brett Bitterman, Principal, Oro Grande Classical Academy
Andrea Helart, Principal, Jamaica Elementary
Lindsay Bitterman, Principal, Thunderbolt Middle School
Jennifer Black, Assistant Principal, Thunderbolt
Scott Becker, Principal, Lake Havasu High School
Shannon Williams, Assistant Principal, High School
Terry Fleming, Secretary

Others: 91

1.3 Pledge of Allegiance

1.4 Call for an Executive Session – none.

2. Call to the Public – none.

3. Recognition of Visitors

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski gave her monthly legislative report.
- Dr. Rebecca Stone, along with Mr. and Mrs. Navaretta –who donated the awards, a Mudshark representative and Mayor Cal Sheehy, presented awards to the LHUSD#1 Staff of the Year, Rookie of the Year, Site Teachers of the Year and the Teacher of the Year.
- Dr. Rebecca Stone gave recognition to the 2020-2021 Retirees: Ray Anderson, D'arcy Babcock, Nancy Blythe, Michelle Budden, Mary Clark, Susan Clark, Daniel Cole, Laura Denny, Janiece Esmay, LeeAnne Grogan, Roseann Hagen, Bonnie Helman, Molly Hooks, Trish Konen, Donna Mares, Tracy Mcfarlin-Pressley, Kristina Morelli, Bobbi (Agnes) Nelson, Valari Rose-Johnson, Catherine Sepulveda, Luther Smith, Julie Standal, and Corey Triassi.
- Marsha Becker, Career & Technical Education (CTE) Coordinator gave out certificates to the Lake

Havasu High School Career & Technical Students National and International Competition Qualifiers. Shannon Williams, Lake Havasu High School Assistant Principal, shared winners of the Daughters of the America Revolution: Voice of Democracy Essay Winners -Alexandra Montbriand and Victorya Deru; Teacher of the Year -Amy Sullins, LHHS English Instructor; and DAR Good Citizen Award - RaeLynn Davidson.

4. Consent Agenda

4.1 Approval of Consent Agenda

4.1.1 Approval of Minutes:

Regular Session of April 13, 2021

4.1.2 Approval or Modification of Agenda

4.1.3 Personnel Report: Certified; Employment, Separation, Exception to Policy, Long Term Leave, Other. Support Staff; Employment, Separation, Exception to Policy, Long Term Leave, Other. Stipends.

4.1.4 Acceptance of Gifts and Donations to the Lake Havasu Unified School District in the amount of \$6,854.48 and to Student Activities Organizations in the amount of \$5,131.00.

A detailed list of donations can be viewed as background material by contacting the District.

4.1.5 Approval of Travel

Stone

Mrs. Roman moved, seconded by Dr. Aurand to approve the Consent Calendar as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

5. Old Business – none.

6. New Business

6.1 Approval of Student Handbooks for 2020-2021 School Year

Dr. Stone recommended the Governing Board approve the 2021-22 Student Handbooks:

- Elementary Student Handbook
- Thunderbolt Middle School Student Handbook
- Lake Havasu High School Student Handbook
- Lake Havasu High School Athletic Student Handbook

A copy of the 2021-22 Student Handbooks, along with the changes for 2021-22 were provided electronically to the Governing Board prior to the May 4 board meeting

Dr. Aurand moved, seconded by Mrs. Roman to approve the handbooks as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.2 Approval to Replace Leased Copiers Districtwide

Mr. Murray recommended the Governing Board approve the leasing of copy machines at locations throughout the district, through a new 60 month lease contract with Ricoh.

The district will utilize State contract ADSP018-216027, for the new 60 month lease. The district has leases, which are currently nearing the end of their 60 month lease terms, with both Ricoh and Xerox.

Ricoh has been extremely hands on and connected with the district for many years. They reach out often to assess our level of satisfaction and provide ongoing support. As our lease contracts began approaching their end dates, Ricoh assisted the district in providing equipment recommendations in evaluating copies produced over the last 57 months on each unit. The district's and Ricoh's goal in evaluating production activity centered on maximizing utilization and production capabilities in each unit.

All of the new machines have no "per print" charges for black and white copies. The unit that will be located at the district office will also have unlimited black and white copies, however there will be a cost of \$0.0450 per print for color copies as this is the only leased machine that is equipped to produce color copies. The lease will also include a Technology Service for the 60 month term, which includes parts, labor, toner, and staples.

The quote from Ricoh was sent to the Board prior to the May 4 meeting. This item was reviewed by the Business Office.

Mr. Neidermann moved, seconded by Dr. Aurand, to approve item 6.2 as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.3 Approval for Retroactive and Future Purchases of Door/Gate Hardware, Mechanisms, and Related Items

Mr. Murray recommended the Governing Board approve retroactive and future purchases of door/gate hardware, mechanisms, and related items from Clark Security Products at an amount that is Not To Exceed \$40,000 for the fiscal year.

The district's maintenance department is phasing out old, obsolete hardware and mechanisms, due to a lack of parts availability. Outdated locks, many of which have received temporary fixes in the past are now being replaced. Many panic bars have been identified as having excessive internal wear and are being replaced to ensure proper functionality for exiting/evacuating rooms and buildings.

In July of 2020, a purchase requisition was submitted to the purchasing department from the maintenance department to obtain an open purchase order, utilizing the Mohave Cooperative Contract 16G-CSP-0916 for Clark Security Products/Anixter Inc., for an amount of \$15,000. Instead of generating a purchase order for the requested \$15,000 amount, a purchase order was created with an incorrect amount of \$30,000. Purchases of \$25,000 or greater require Governing Board approval, due to the incorrectly stated dollar amount, we are requesting the retroactive approval of excess expenditures and the approval of the NTE amount.

This approval allows the District to continue to address our known needs, as well as the inevitable failures of door/gate hardware, mechanisms and related items in the future. This item was approved by the Business Department

Mrs. Roman moved, seconded by Mr. Neidermann, to approve item 6.3 as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.4 Approval of 2020-21 Revised Budget

Mr. Murray recommended that the Governing Board approve the 2020-21 revised budget and any over expenditures in any of the following programs within the M&O budget for the fiscal year 2021, while not overspending the overall budget limit -Regular education, Special education, and Pupil transportation.

The revised budget includes financial adjustments to the overall budget limit based upon funding changes that have occurred since the adoption of the budget last July.

The district does not expect an over expenditure in any of the funded areas mentioned above at this time; however, per A.R.S. §15-905G., if there needs to be an over expenditure in any of the programs, we must have board approval prior to the end of the fiscal year. The maintenance and operation expenditures will not exceed the overall budget limit.

The revised budget and summary sheets were provided to the Governing Board for review. Mr. Murray reviewed a PowerPoint showing completed forms that will be submitted to the State. All forms will be on the District website once the State accepts them.

Mrs. Roman moved, seconded by Dr. Aurand, to approve item 6.4 as presented.

Board thanked Mr. Murray for explaining the budget revisions and making it transparent.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.5 Approval of Thales Fingerprint Vendor

Mrs. Festa-Daigle recommended that the Governing Board approve the agreement for Thales Fingerprint in order to purchase a fingerprint scanning machine for LHUSD. The cost to the District will be \$7995.00 (plus tax) for a four year contract. All necessary equipment for scanning is included in this price.

Currently only certified staff and bus drivers are required by law to get an IVP (Identity Verified Prints) fingerprint card. Those who possess this card continually are scanned against criminal databases for felonies that could jeopardize the safety of our students. Other staff members are fingerprinted at the time of hire, but not again. The purchase of the Thales fingerprint scanning machine will allow LHUSD to require all new hires to possess an IVP card. Employees will pay for the fingerprint card, as they currently do. An IVP card costs \$67 and is renewed every 5 years. We will begin by fingerprinting all new staff and then begin to process existing staff over time.

The Thales scanner will allow the District to optimize the fingerprint process, making it faster to get fingerprint results ensuring that we are employing individuals with the appropriate qualifications. We will also be able to fingerprint volunteers for LHUSD using the scanner rather than the current method of rolling prints.

This agreement has been approved by business services and legal.

Dr. Aurand moved, seconded by Mrs. Roman, to approve item 6.5 as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.6 Approval of Vouchers, Student Activity Funds, and Auxiliary Funds

Mr. Murray recommended the approval of:

Vouchers – Vouchers for April 2021 / unavailable at this time

Student Activity Funds for K-12 for March 2021 / \$273,566.68

Auxiliary Funds for March 2021:

Smoketree	\$ 19,622.41
Thunderbolt	\$ 131,124.26
Havasupai	\$ 12,913.74
Starline	\$ 23,506.55
Nautilus	\$ 14,811.47
Oro Grande	\$ (347.09)
Jamaica	\$ 25,843.74
High School	\$ 524,610.29
District Office	\$ 5,738.29

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for March 2021 were emailed to the Board prior to meeting.

Mr. Neidermann moved, seconded by Dr. Aurand, to approve item 6.6 as presented.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

7. Informational

* Superintendent

- We are excited that the end of the school year will be here soon. Thank you to our staff, parents and students.

- LHUSD#1 will be having a Job Fair on May 27 from 1:00-5:00 p.m. at the District Office.

* Governing Board

- Dr. Aurand invited community to come to the Evenings of Excellence next week.

8. Call to the Public – none.

9. Communications

- The next regular board meeting will be Tuesday, June 15, 2021 at the District Office Boardroom.

10. Adjournment

Mrs. Roman, seconded by Dr. Aurand to adjourn at 7:40 p.m.

ROLL CALL VOTE: Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

Video of the entire meeting may be seen on the District website www.lhusd.org/boardvideos under Governing Board.

Minutes of the Regular Governing Board meeting of May 4, 2021, are approved as submitted.

John Masden, Board President

Eric Aurand, Board Vice President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1

2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

UNAPPROVED

Special Governing Board Minutes

May 18, 2021

1. Call to Order

The special session of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing Board Vice President, Dr. Eric Aurand, in the District Office, Building A, 2200 Havasupai Blvd., Lake Havasu City, Arizona at 5:00 p.m., on May 18, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 ROLL CALL

BOARD MEMBERS PRESENT: Dr. Eric Aurand, Vice President

Lisa Roman, Member

Archana Aliyar, Member

Kyle Neidermann, Member

BOARD MEMBERS ABSENT: John Masden, President

ADMINISTRATION PRESENT: Dr. Rebecca Stone, Superintendent

Michael Murray, Director of Business Services

Aggie Wolter, Director of Special Services

Lindsay Bitterman, Principal, Thunderbolt Middle School

Brett Bitterman, Principal, Oro Grande Classical Academy

Terry Fleming, Secretary

Others: 5

1.3 Pledge of Allegiance

2. Review and Accept Agenda for this Session

Mr. Neidermann moved, seconded by Mrs. Aliyar to approve the agenda as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

3. Call for Executive Session

Dr. Aurand moved, seconded by Mr. Neidermann to go into an executive session at 5:02 p.m. pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice from the attorney of the District regarding disputed allegations involving the provision of educational services to elementary student.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

Mrs. Roman moved, seconded by Mrs. Aliyar to adjourn the executive session at 5:21 p.m. and reconvene into Special Session.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

4. Action Items

4.1 Approval to Appoint the Director of Human Resources

Dr. Stone recommended the Governing Board approve Mrs. Lindsay Bitterman as the next Director of Human Resources.

Mrs. Roman moved, seconded by Mr. Neidermann to approve item 4.1 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

Board congratulated Mrs. Bitterman.

4.2 Approval to Appoint the Principal for Nautilus Elementary School

Dr. Stone recommended the Governing Board approve Mr. Jonathan Moss as the new Principal of Nautilus Elementary School.

Mr. Neidermann moved, seconded by Mrs. Roman to approve item 4.2 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

Board congratulated and welcomed Mr. Moss.

May 18, 2021

4.3 Approval of Singapore Math Program K-6 Consumable Materials

Dr. Stone recommended the Governing Board approve the requested consumable materials for Singapore Math.

In 2019, the LHUSD Governing Board approved spending no more than \$95,000 annually for Singapore Math materials. These consumable materials have been purchased in July each year. We are requesting approval of the expenditure at this time for the upcoming school year to ensure materials arrive before the start of the school year.

In order to ensure that workbook and other consumable materials are ordered, delivered, inventoried, and distributed to school sites in a timely manner, the Student Achievement Department is requesting to order materials in late spring of each year, rather than July. Since these materials were purchased for 20-21 in this fiscal year, we are asking the Board to spend no more than \$95,000 at this time to purchase Singapore Math workbooks for grades K-6 for the 21-22 school year.

This change will allow our teachers to be prepared for the first day of the 21-22 school year. This item has been reviewed and approved by the Business Department. The backup information to this item was provided to Governing Board members prior to the May 18, 2021 meeting.

Mrs. Roman moved, seconded by Mr. Neidermann to approve item 4.3 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

4.4 Approval of the Purchase of Toolbox Resources for School Counselors

Dr. Stone recommended that the Board approve the purchase of Toolbox resources for three additional elementary schools to support school counselors at each of the school sites at a price not to exceed \$20,000.

The LHUSD Board approved the Toolbox counselor resource on July 6, 2020, to support the School Safety Grant and counselors that were added to the elementary schools. For the 2021-22 school year, LHUSD will use grant funding to expand the counseling program and provide one counselor for each elementary school. Due to this expansion, we are requesting the purchase of three additional sets of Toolbox counselor resources, not to exceed \$20,000.

Toolbox naturally encourages empathy, understanding, and 12 skills or practices to navigate the complexities of everyday life. It is an inside-out approach that emphasizes children's ability to manage their own emotional, social, and academic success by giving them access to the inner tools that empower them. Toolbox provides a common language shared by students, staff, and parents. Toolbox addresses the trauma and/or Adverse Childhood Experiences (ACES) children experience in life.

Counselors will use this resource when developing classroom lessons, and conducting parent presentations, small groups, and individual counseling opportunities.

This has been approved by the business department. The backup information to this item was provided to Governing Board members prior to the May 18, 2021 meeting. Funding for the purchase will be from the ESSER grant.

Mrs. Roman moved, seconded by Mr. Neidermann to approve item 4.4 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

4. Announcements – next regular board meeting will be June 15, 2021 at 6:00 p.m. in the District Office Boardroom.

5. Adjournment

Mr. Neidermann moved, seconded by Mrs. Roman to adjourn the Special Meeting at 5:35 p.m.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES

Video of the entire meeting may be seen on the District website www.lhusd.org/boardvideos under Governing Board.

Minutes of the Special Governing Board meeting of May 18, 2021, are approved as submitted.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OR MODIFICATION OF AGENDA

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the AGENDA as presented.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF PERSONNEL REPORT

SUBMITTED BY: Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the Personnel / Stipend Report that they received prior to this meeting.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT # 1

PERSONNEL REPORT

DATE: June 15, 2021**CERTIFIED PERSONNEL:
ACTION ITEM (S):****EMPLOYMENT:**

Arzate, Catherine 4th Grade Teacher/ Smoketree
Catherine will be joining Smoketree in the 2021-22 school year. \$41,000.00

Barrett, Judi Special Education Teacher/ Havasupai
Judi will be joining Havasupai in the 2021-22 school year. \$41,500.00

Batson, Paige 2nd Grade Teacher/ Nautilus
Paige will be joining Nautilus in the 2021-22 school year. \$37,500.00

Beekman, Mitchell Social Studies Teacher/ LHHS
Mitchell will be joining LHHS in the 2021-22 school year. \$39,500.00

Casipong, Clavel 5th Grade Teacher/ Starline
Clavel will be joining Starline in the 2021-22 school year. \$37,000.00

Clark, Carrie Art & Music Teacher/ Jamaica
Carrie will be joining Jamaica in the 2021-22 school year. \$37,000.00

Darin, Genelyn Special Education Teacher/ Thunderbolt
Genelyn will be joining Thunderbolt in the 2021-22 school year. \$39,500.00

Hannah, Devin PE Teacher/ Smoketree
Devin will be joining Smoketree in the 2021-22 school year. \$38,000.00

Karlin, Bree English Teacher/ LHHS
Bree will be joining LHHS in the 2021-22 school year. \$41,000.00

Kelly, Kaymee CTE Counselor/ LHHS
Kaymee will be joining LHHS in the 2021-22 school year. \$40,867.00

Levine, Kaitlin Counselor/ LHHS
Kaitlin will be joining LHHS in the 2021-22 school year. \$40,867.00

Lueken, Krissy 7th Grade Social Studies Teacher/ Thunderbolt
Krissy will be joining Thunderbolt in the 2021-22 school year. \$38,000.00

Magbago, Genevieve Math Teacher/ LHHS
Genevieve will be joining LHHS in the 2021-22 school year. \$39,000.00

Marks, Monica Psychologist/ Student Services
Monica will be joining Student Services in the 2021-22 school year. \$61,825.00

Martin, Marti Counselor/ Starline
Marti will be joining Starline in the 2021-22 school year. \$40,867.00

Mckernan, Tracy Math Teacher/ LHHS
Tracy will be joining LHHS in the 2021-22 school year. \$39,500.00

Melugin, Katie	Special Education Preschool Teacher/ Smoketree	
Katie will be joining Smoketree in the 2021-22 school year.		\$37,000.00
Moss, Jonathan	Principal/ Nautilus	
Jonathan will be joining Nautilus in the 2021-22 school year.		\$67,399.00
Moss, Kimberlie	5 th Grade Teacher/ Smoketree	
Kimberlie will be joining Smoketree in the 2021-22 school year.		\$40,500.00
Neal, Rebecca	5 th Grade Teacher/ Oro Grande	
Rebecca will be joining Oro Grande in the 2021-22 school year.		\$39,000.00
Sain, Brooke	3 rd Grade Teacher/ Smoketree	
Brooke will be joining Smoketree in the 2021-22 school year.		\$37,000.00
Severson, Naomi	PE Teacher/ Thunderbolt	
Naomi will be joining Thunderbolt in the 2021-22 school year.		\$37,000.00
Simons, Alisha	Special Education SDC Teacher/ Smoketree	
Alisha will be joining Smoketree in the 2021-22 school year.		\$37,000.00
Thompson, Stephanie	8 th Grade Science Teacher/ Thunderbolt	
Stephanie will be joining Thunderbolt in the 2021-22 school year.		\$37,000.00
SEPARATIONS:		
Ament, Kaycie	6 th Grade Teacher/ Smoketree	
Kaycie gave notice of her resignation and her last day was 05/21/2021.		
Carter, Samantha	3 rd Grade Teacher/ Jamaica	
Samantha gave notice of her resignation and her last day was 05/21/2021.		
Engstrom, Kasandra	Special Education Teacher/ Nautilus	
Kasandra gave notice or her resignation and her last day was 05/21/2021.		
Haas, Tarragon	6 th Grade Teacher/ Nautilus	
Tarragon gave notice of her resignation and her last day was 05/21/2021.		
Horton, Alyssa	Counselor/ LHHS	
Alyssa gave notice of her resignation and her last day was 05/21/2021.		
Mabo, Joy	Math Teacher/ LHHS	
Joy gave notice of her resignation and her last day was 05/21/2021.		
McCoy, Autumn	5 th Grade Teacher/ Smoketree	
Autumn gave notice of her resignation and her last day will be 06/30/2021.		
Mulligan, Mari Jo	Online PLP Assistant Principal/ Student Achievement	
Mari Jo will not be returning next school year. Her last day will be 06/30/2021.		
Skemp, Sarah	Counselor/ LHHS	
Sarah gave notice of her resignation and her last day will be 06/30/2021.		
Young, Jeffrey	7 th Grade English Teacher/ Thunderbolt	
Jeffrey gave notice of his resignation and his last day was 05/21/2021.		

LONG TERM LEAVE:

Scavuzzo, Jessica

Interventionist/Smoketree

Jessica requested an extended leave of absence from 04/26/2021 to 05/21/2021.

EXCEPTION TO POLICY:

Ament, Kaycie

6th Grade Teacher/ Smoketree

Kaycie has requested an exception to policy.

OTHER: None**SUPPORT PERSONNEL:****ACTION ITEM(S)****EMPLOYMENT:**

Crook, Erika

Paraprofessional/ Jamaica

90 day probation period complete.

\$12.50

Gallegos, Claudine

Personal Care Assistant/ Smoketree

90 day probation period complete.

\$12.50

Thacker, Barbara

Bus Monitor/ Transportation

90 day probation period complete.

\$12.15

Turton, Delia

Duty Aide/ Starline

90 day probation period complete.

\$12.15

Zink, Lindsay

Duty Aide/ Jamaica

90 day probation period complete.

\$12.15

SEPARATIONS:

Arnold, Mylee

Paraprofessional Title 1/ Nautilus

Mylee gave notice of her resignation and her last day was 05/20/2021.

Atkins, Paige

Temporary Personal Care Assistant/Starline

Paige will not be returning next school year. Her last day was 04/29/2021.

Bagby, Bailey

Personal Care Assistant/ LHHS

Bailey gave notice of her resignation and her last day was 05/20/2021.

Chinen-Smith, Hannah

Custodian/Jamaica & Nautilus

Hannah changed her resignation effective date to 05/20/2021.

Chrusciel, Stephen

Custodian/ Oro Grande

Stephen gave notice of his resignation and his last was 05/07/2021.

Cleveland, Tina

Paraprofessional Title 1/ Smoketree

Tina gave notice of her resignation and her last day was 05/20/2021.

Collins, Cara

Personal Care Assistant/ Starline

Cara changed her resignation effective date to 04/19/2021.

Crew, Ann

Paraprofessional Special Education/ LHHS

Ann gave notice of her resignation and her last day was 05/20/2021.

Drungle, Joeylin

Personal Care Assistant/ Starline

Joeylin gave notice of her resignation and her last day was 05/20/2021.

Heckart, Melissa Computer Lab Manager/ Starline
Melissa will not be returning next school year. Her last day was 05/20/2021.

Hickox, Larry Delivery Driver/ Warehouse
Larry gave notice of his resignation and his last was 05/05/2021.

Knight, Gregory FSP/ Jamaica
Gregory gave notice of his resignation and his last day was 06/03/2021.

Mascorro, Juan Custodian/ Starline
Juan will not be returning next school year. His last day was 05/20/2021.

Morgan, Britney Custodian/ LHHS
Britney gave notice of her resignation and her last day was 04/30/2021.

Sugg, Spencer Computer Lab Manager/ Starline
Spencer changed his resignation effective date to 04/16/2021.

LONG TERM LEAVE: None

EXCEPTION TO POLICY: None

OTHER:

Chinen-Smith, Hannah Custodian/Jamaica & Nautilus
Hannah changed her resignation effective date to 05/20/2021.

Collins, Cara Personal Care Assistant/ Starline
Cara changed her resignation effective date to 04/19/2021.

DesPres, Shelley Administrative Assistant/ Special Services
Shelley transferred from Administrative Assistant at Smoketree to Special Services effective 5/19/2021.

Garcia-Gomez, Mary Personal Care Assistant/ Starline
Mary has rescinded her resignation and will be returning to Starline for the 2021-22 school year.

Kulp, Gail Administrative Assistant/ Student Achievement
Gail transferred from Substitute Coordinator in Human Resources to Administrative Assistant in Student Achievement effective 06/01/2021.

Lopez, CarriAnne Computer Lab Manager/Starline
CarriAnne was not returning in the 2021-22 school year as a Paraprofessional but has now decided to accept the Computer Lab Manager position at Starline.

McKendrick, Jennifer Administrative Assistant/ Smoketree
Jennifer transferred from Computer Lab Manager at Nautilus to Administrative Assistant at Smoketree effective 05/21/2021.

Sugg, Spencer Computer Lab Manager/ Starline
Spencer changed his resignation effective date to 04/16/2021.

Toy, Dwayne Custodian/ LHHS
Dwayne transferred from Custodian at Havasupai to LHHS effective 05/10/2021.

STIPENDS: Attached is a list of stipends submitted for approval for May 29, 2021 – June 18, 2021.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: GIFTS AND DONATIONS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board accept gifts to the Lake Havasu Unified School District in the amount of \$113,860.10. A listing of the individual gifts is on the attached sheet.

The following donations were made to the student activity account at Lake Havasu High School.

- LHHS Excalibur received \$500.00 from Anderson Toyota Scion.
- LHHS FBLA received \$2,000.00 from American Legion Post #81.
- LHHS Student Council received \$250.00 from Rahnema Law PLLC.

If you would like to look at individual gift forms for explanations, please contact the business office at 505-6936.

Following acceptance by the Governing Board, thank you letters will be mailed to donors.

The cash donations to the district have been deposited in specified school accounts and, if applicable, gifts will be added to the district's fixed assets.

Approved for Transmittal to Governing Board


Superintendent

GIFTS TO SCHOOL - FY 2020-21

QUANT	GIFT	DONOR	LOC/USE	VALUE	MO.TOTAL	YTD TOTAL
1	Monetary Donation	American Heart Association	Nautilus - PE	\$100.00		
1	Monetary Donation	Box Tops for Education	Smoketree	\$7.20		
1	HP Laptop	Connected Computer	Technology	\$200.00		
1	Dell Inspiron 3467 Desktop	Connected Computer	Technology	\$200.00		
1	Miscellaneous Office Furniture	Home Smart Professionals	District	\$26,625.00		
1	Monetary Donation	IVMS, Inc. dba Associated Desert Shoppers (White Sheet)	Elementary Schools and District	\$2,255.17		
1	Monetary Donation	Jamaica PTSO	Jamaica	\$11,360.02		
1	Monetary Donation	Lake Havasu Parrot Head Club	LHHS - Athletics	\$2,000.00		
1	Monetary Donation	Lake Havasu Parrot Head Club	Thunderbolt - Athletics	\$1,000.00		
1	Monetary Donation	LHHS Athletic Booster Club	Havasupai	\$209.90		
1	Away Team Meals	LHHS Athletic Booster Club	LHHS - Track & Field	\$84.96		
1	Pole Vault Camp Fee	LHHS Athletic Booster Club	LHHS - Track Pole Vault	\$300.00		
1	Team Year End Banquet	LHHS Athletic Booster Club	LHHS - Girls Tennis	\$300.00		
1	Team Year End Banquet	LHHS Athletic Booster Club	LHHS - Softball	\$350.00		
1	Team Year End Banquet	LHHS Athletic Booster Club	LHHS - Girls Soccer	\$485.00		
1	Hudl Video & Stats	LHHS Athletic Booster Club	LHHS - Volleyball	\$452.04		
1	Softball Pitching Mat	LHHS Athletic Booster Club	LHHS - Softball	\$227.37		
1	End of Season Banquet	LHHS Athletic Booster Club	LHHS - Boys Soccer	\$480.94		
1	Hudl Video & Stats	LHHS Athletic Booster Club	LHHS - Boys Soccer	\$452.04		
1	Hudl Video & Stats	LHHS Athletic Booster Club	LHHS - Football	\$2,000.00		
1	36 Hoodies & 48 Shorts	LHHS Athletic Booster Club	LHHS - Baseball	\$2,168.45		
4	Wheels for Track Cart	LHHS Athletic Booster Club	LHHS - Track	\$34.40		
14	Varsity Team Beach Towel Gifts	LHHS Athletic Booster Club	LHHS - Softball	\$542.22		
18	Water Bottles	LHHS Athletic Booster Club	LHHS - Spiritline	\$251.59		
24	Tennis Shirts	LHHS Athletic Booster Club	LHHS - Girls Tennis	\$295.64		
28	Uniform Jerseys	LHHS Athletic Booster Club	LHHS - Volleyball	\$2,358.49		
40	Jerseys	LHHS Athletic Booster Club	LHHS - Baseball	\$4,732.98		
63	Baseball Bags & Jackets	LHHS Athletic Booster Club	LHHS - Baseball	\$1,926.78		
143	T-Shirts Team & Family	LHHS Athletic Booster Club	LHHS - Track & Field	\$1,883.00		
40	Sanitizer Wipes	Lowe's Home Improvement	Thunderbolt	\$414.00		
120	Face Masks	Lowe's Home Improvement	Thunderbolt	\$847.20		
1	Frigidaire Stove	Lowe's Home Improvement	LHHS - STC/SDC	\$450.00		
1	Sanitizer, 2 bxs Face Masks, Gloves & Mask Signs	North Country Health Care	Thunderbolt	\$65.00		
1	Monetary Donation	Raytheon Company (Kurtis Townsend)	District - General Funds	\$190.00		
1	Monetary Donation	Raytheon Company (Kurtis Townsend)	District - General Funds	\$190.00		
1	Monetary Donation	Cassie Sotelo	Thunderbolt - Principal Fund	\$3.68		
22	Academic Medals with Neck Ribbon	Starline PTA	Starline - 6th Grade President's Award	\$147.95		
1	Monetary Donation	Starline PTA	Starline - Accelerated/Star Reading Subscription	\$7,505.10		

1	Alto Sax, Music Stand & Clarinet	Paricia Bridges	Thunderbolt - Band	\$310.00		
1	Monetary Donation	The Blackbaud Giving Fund	Havasupai	\$462.00		
1	Monetary Donation	The GEO Group Foundation, Inc.	LHHS - Scholarships (10 recipients \$500.00 ea.)	\$5,000.00		
110	Certificates	Starline PTA	Starline - 6th Grade Graduation	\$69.40		
1	Shed	Western Arizona Council of Governments	Nautilus - Playground	\$1,500.00		
1	Shade-n-Net Shade Structure	Western Arizona Council of Governments	Nautilus - Playground	\$10,587.09		
1	Play Structure	Western Arizona Council of Governments	Nautilus - Playground	\$22,835.49		
May-21					\$113,860.10	\$372,373.94

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR ITEM

TOPIC: APPROVAL OF CHANGE IN POLICY EXHIBIT DBC-E BUDGET
DEADLINES AND SCHEDULES

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the changes in Policy Exhibit DBC-E Budget Deadlines and Schedules.

RATIONALE:

Yearly changes in dates.

Approved for Transmittal to Governing Board



Superintendent

DBC-E**EXHIBIT****BUDGET DEADLINES AND SCHEDULES**

DATE	ACTION	RESPONSIBLE AGENT
September 27	The district's 40 th day	
October 4-8	Fall Break	
October 15	Annual Financial Report due to County School Superintendent Present at Special Board Meeting on October 12	Director, Business Svcs.
January 19	100 th Day	
January 26	Review enrollment, enrollment projections and staffing. Discussion of present educational program concerning possible revisions thereto, which would affect the budget, staffing ratio, special programs, selection of textbooks and materials in preparation for 2022-23.	Directors Administrative Team
January (date TBD) February (date TBD)	2022-23 Budget Development Meetings based on real time funding figures (2023 projected ADM)	Director, Business Svcs. Budget Dev. Team
February 23	Review of compilation of District budget for recommendation to the Board. Completion of salary considerations.	Administrative Team
March 14-18	Spring Break	
May 15	2021-22 Expenditure Budget Revision Due Present and approve at May 4 board meeting	Director, Business Svcs.
June 21	Present Proposed Budget to the Governing Board.	Director, Business Svcs.
July 5	Adopt Proposed Budget	Governing Board
July 18	Transmit to ADE; Mail to County and ADE	Director, Business Svcs.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: RENEWAL OF TAHER FOOD SERVICE CONTRACT FOR 2021-2022

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve renewal of the contract with Taher Food Service for the fiscal year 2021-2022.

RATIONALE:

In 2019, the district approved a five year contract with Taher, with four annual renewals. This contract can be mutually cancelled or renewed by the parties. If this action item is approved, it would be the second renewal of the contract.

The renewal documents have been submitted to the Arizona Department of Education and been approved. A copy is attached for the board's review.

A Taher, Inc. representative will be available at the meeting to answer any questions.

Approved for Transmittal to Governing Board


Superintendent



**Arizona Department of Education
Health & Nutrition Services Division**

May 27, 2021

CTD#08-02-01

Anne Taffe
Child Nutrition Supervisor
Lake Havasu Unified District
2200 Havasupai Blvd.
Lake Havasu City, Arizona 86403

Dear Ms. Taffe,

Your Food Service Management Company (FSMC) contract renewal amendment with **Taher, Inc.** from July 1, 2021 to June 30, 2022 has been pre-approved by the Arizona Department of Education (ADE). According to ADE records, this is the second renewal for the original contract which became effective on March 21, 2019.

Within ten days of obtaining signatures, **Lake Havasu Unified District** must send ADE a signed copy of the contract amendment for final approval.

ADE reserves the right to review a material change for compliance with the original solicitation documents in the interest of open and fair competition.

If you have any questions regarding your current contract or other FSMC related issues, please call me at (602) 364-1965 or email at Veronica.Cramer@azed.gov.

Sincerely,

Veronica Cramer

Veronica Cramer, M. Ed.
Contracts Management Officer
Health and Nutrition Services
Arizona Department of Education

Lake Havasu Unified School District #1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403
2021-2022 Food Service Management Company (FSMC)
Cost-Reimbursable Contract Renewal Amendment

1. AGREEMENT NUMBER: <p style="text-align: center;">18-19-02</p>	2. AMENDMENT NUMBER: <p style="text-align: center;">2</p>	3. START DATE: <p style="text-align: center;">July 1, 2021</p>
4. CTD Number: 08-02-01-000		
5. FOOD SERVICE MANAGEMENT COMPANY NAME & ADDRESS: Taher, Inc. 55570 Smetana Drive, Minnetonka, MN 55343		
6. AUTHORITY FOR AMENDMENT: Special Terms and Conditions, page 10, 2B, Contract Option , states the contract must be one (1) year with the option to have four (4) additional one-year extensions. The entire duration of the agreement shall not exceed five (5) years. [7 CFR 210.16(d)]		
7. PURPOSE OF AMENDMENT: To extend the contract an additional year and initiate a new pricing schedule.		

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. In accordance with the provisions of the Special Terms and Conditions, page 10, 2B, **Contract Option**, the contract must be one (1) year with the option to have four (4) additional one-year extensions, for the total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years. The **Lake Havasu Unified School District #1** is exercising its option at this time to extend the term of the contract for an additional 12 months. The contract now ends on **June 30, 2022**.
- B. The *Pricing Summary* per Attachment 7.1, the *Financial Projected Worksheet* per Attachment 7.3, and the *Schedule of Terms for the FSMC Guarantee* per Attachment 7.4 of the original contract are replaced with the attached 2021-2022 information.
- C. The following "USDA Foods" clauses are added to the agreement:
 - 1. The FSMC will be responsible for the following activities relating to USDA Foods/DoD Fresh, in accordance with 7 CFR 250.50(d). The FSMC assures that such activities will be performed in accordance with the applicable requirements in 7 CFR Part 250. [7 CFR 250.50(c)/7 CFR 250.53(a)(4)]
 - (a) Preparing and serving meals;
 - (b) Storage and inventory management of donated foods, in accordance with 7 CFR 250.52;
 - (c) Payment of the delivery fees.
 - 2. USDA Foods delivery fees must be paid in accordance with the terms and conditions set forth in the Agreement between the SFA and US Foods.
- D. **Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification.** By signing this Contract Renewal Amendment, the FSMC shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. [2 CFR Part 200.213 and Appendix II to 2 CFR Part 200(I)] The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.



9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

FSMC: Taher, Inc

SFA: Lake Havasu Unified School District #1

SIGNATURE OF AUTHORIZED INDIVIDUAL:

SIGNATURE OF AUTHORIZED INDIVIDUAL:

PRINTED NAME:

Bruce Taher

PRINTED NAME:

Anne Taffe

TITLE:

TITLE:

Child Nutrition Supervisor

DATE:

DATE:

This institution is an equal opportunity provider.



**2021-2022 FSMC Contract Renewal Amendment
FSMC Guarantee and Schedule of Terms**

The FSMC must indicate a Guaranteed "No Loss" or "Minimum Return" and describe in detail conditions and assumptions for that guarantee.

The FSMC must select one.

☐ **Guaranteed No Loss:** The FSMC guarantees the SFA no loss for the operation of the food service program.

XX Guaranteed Minimum Return: The FSMC guarantees the SFA a return no less than the dollar amount listed on the chart below.

Guarantee Year	Amount
2021-2022	\$58,050.77

The guarantee above is based on the following conditions and assumptions remaining in effect for School Year 21-22:

- 178 days of meal service
- Minimum of 95% attendance
- Pre-COVID style of meal service
- SSO regulation waiver
- 2% inflationary cost of food and supplies



CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.
-

Taher, Inc., 5570 Smetana Drive, Minnetonka, MN 55343

Name/Address of Organization

Bruce Taher, CEO

Name/Title of submitting Official



Signature

May 1, 2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

☒ Check this box if not applicable

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan guarantee <input type="checkbox"/> e. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address (last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) _____					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Bruce Taher</u> Title: <u>CEO</u> Telephone No.: <u>952-945-0505</u> Date: <u>May 20, 2021</u>		
Federal Use Only: _____					

Certificate of Independent Price Determination

Both the School Food Authority (SFA) and the Food Service Management Company (FSMC) shall execute this Certificate of Independent Price Determination.

Taher, Inc.

Name of Food Service Management Company

Lake Havasu Unified District #1

Name of School Food Authority

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of Food Service Management
Company's Authorized Representative

CEO

Title

May 1, 2021

Date

In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.



Signature of School Food Authority
Authorized Representative

Child Nutrition Supervisor

Title

May 11, 2021

Date



**Arizona Department of Education
Health & Nutrition Services Division
2021-2022 FSMC Contract Renewal Amendment Checklist**

School Food Authority Name (SFA): Lake Havasu Unified School District #1

CTD Number: 08-02-01-000

This checklist must be completed and submitted to the Arizona Department of Education (ADE), along with the referenced documents, by June 4, 2021, for all Food Service Management Company (FSMC) Contract Renewal Amendment approvals. Remember to submit an **UNSIGNED** Contract Renewal Amendment. All other forms should be signed. Forms will be returned if not accurately completed or if sections are blank. After ADE has pre-approved the unsigned Contract Renewal Amendment, the SFA must send a signed copy to ADE after obtaining signatures. The signed copy of the Contract Renewal Amendment must be received and the process complete before your CNPWeb application can be approved.

Please answer the questions and check each box for which information and/or documents have been provided.

1. Contract Type: ☐ Fixed-Price ☒ Cost-Reimbursable
2. Contract Amendment Number: ☐ 1st ☒ 2nd ☐ 3rd ☐ 4th of 4 annual renewals
3. FSMC Name: Taher, Inc.
4. Provide the following three (3) Financial Information documents:
 - a. Include **2021-2022 Pricing Summary** in packet.
Did the price/fee change (Increase or Decrease)? ☒ Yes ☐ No
 - b. Include **2021-2022 Financial Projected Worksheet** in packet.
 - c. Include **2021-2022 FSMC Guarantee and Schedule of Terms** in packet.
5. Provide the following certifications/documents:
 - ☒ Certification regarding Lobbying and Disclosure of Lobbying Activities (*signed* by the FSMC)
 - ☒ Certification of Independent Price Determination (*signed* by the FSMC and SFA)
6. Are any other changes/additions being made to the original solicitation documents? ☐ Yes ☒ No
If yes, please describe the changes.

7. SFA Contact (Liaison) Information:
(Provide the following information for the individual *employed by the SFA* responsible for answering questions and correspondence concerning its food service operation and contract)

Name: Anne Taffe



Job Title: Child Nutrition Supervisor
Mailing Address: 2200 Havasupai Blvd.
Mailing City, State, Zip: Lake Havasu City, AZ 86403
Telephone Number: 928-854-5413
Email Address: anne.taffe@lhusd.org

I certify that the information and documentation provided herein is true and correct to the best of my knowledge.

By: Anne Taffe Child Nutrition Supervisor
(Signature) (Position/Title)
Anne Taffe 5/7/2021
(Printed name of person signing) (Date)

State Agency Use Only

Date Received: _____ Date Pre-Approved: _____
State Agency Reviewer: _____
Date Final Documents Received: _____ Date File Complete Letter: _____
State Agency Reviewer: _____
20-21 Pricing: 21-22 Pricing: Change:

Changes required/missing information/notes:

____ *Unsigned Contract*
____ *Cert of Price*
____ *Lobbying*
____ *Lobbying Disclosure*
____ *Pre-Approval Letter*
____ *Pre-Approval Letter Emailed*
____ *Signed Contract*
____ *File Complete Letter*
____ *File Complete Letter Emailed*
____ *On-line System*
____ *CNP Web Checklist*
____ *Data Base*



LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: FIRST PRESENTATION/REVIEW OF REVISED POLICY IKFB
GRADUATION EXERCISES

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended that the Board approve the first presentation of revised Policy IKFB Graduation Exercises per Arizona School Boards Association (ASBA) Policy Services Advisory for April 2021.

Page

Policy Advisory No. 679 IKFB Graduation Exercises

Stone

1

RATIONALE:

House Bill 2705 (Fifty-fifth Legislature, First Regular Session, 2021), an act relating to local governance of schools, was approved by the Governor, and filed in the office of the Secretary of State on April 20, 2021, as an emergency measure that is necessary to preserve the public peace, health or safety and is operative immediately as provided by law. House Bill 2705 is replicated below: Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 15, chapter 3, article 3, Arizona Revised Statutes, is amended by adding section 15-348, to read: 15-348. Dress code policies; traditional tribal regalia; objects of cultural significance; graduation ceremonies; definitions

A. A school district governing board, a charter school governing body or any public-school may not prohibit a student who is a member of a federally recognized Indian tribe or who is eligible to be enrolled as a member of a federally recognized Indian tribe from wearing traditional tribal regalia or objects of cultural significance at a graduation ceremony.

B. For the purposes of this section, "objects of cultural significance" and "traditional tribal regalia" include an eagle feather or eagle plume.

Approved for Transmittal to Governing Board


Superintendent

GRADUATION EXERCISES

Graduation exercises will be held for students who have met state and local requirements for graduation from high school.

Participation in high school commencement exercises is encouraged but is not compulsory. However, since these exercises require planning and rehearsals, the following rules shall apply:

- A. Students who wish to participate must be present at the rehearsals. Failure to do so, except for legitimate reasons for absence, may be cause for excluding students from participating in the exercises.
- B. Students may not participate in the commencement exercises unless they have successfully completed the requirements for graduation.
- C. Awards to seniors will be printed on the commencement program and announced at the exercises only in cases where the recipients have been selected solely by the school.
- D. Other awards to graduating seniors selected by persons or organizations outside the school may be presented at the final awards assembly if approved by the principal.
- E. A student who is a member of a federally recognized Indian tribe or who is eligible to be enrolled as a member of a federally recognized Indian tribe may wear traditional tribal regalia or objects of cultural significance at a graduation ceremony.
- F. For the purposes of this section, "objects of cultural significance" and "traditional tribal regalia" include an eagle feather or eagle plume.

Adopted: July 6, 2021

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN HOSPICE OF HAVASU AND LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 and LAKE HAVASU HIGH SCHOOL

SUBMITTED BY: Aggie Wolter, Director of Student Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the following Memorandums of Understanding from July 1, 2021 to June 30, 2023 between Hospice of Havasu and Lake Havasu Unified School District #1 and Lake Havasu Unified School District #1 and Lake Havasu High School.

RATIONALE:

Hospice of Havasu provides lessons to 3rd and 5th grade students focused on positive self-esteem, identification of emotions, and appropriate coping skills, which will support the Toolbox curriculum used by our school counselors. In addition, they provide a grief support group, Life After Loss, with parent permission to Thunderbolt and LHHS students who have experienced a loss. All services are provided at no cost to the district.

A copy of the Memorandums of Understanding have been approved by legal.

Approved for Transmittal to Governing Board


Superintendent



365 S. Lake Havasu Ave. Lake Havasu City, AZ 86403
P.O. Box 597 Lake Havasu City, AZ 86405-0597
(928) 453-2111 Toll-Free (888) 468-2111 Fax (928) 453-2353
www.hospicehavasu.org

MEMORANDUM OF UNDERSTANDING

May 20, 2021

Dr. Rebecca Stone
Lake Havasu Unified School Administration
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

Dear Ms. Stone:

This is a Memorandum of Understanding by and between Hospice of Havasu (HOH), a non-profit organization, and Lake Havasu Unified School District (LHUSD No 1) from July 1, 2021 through June 30, 2023.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Hospice of Havasu will provide When Life Changes curriculum classes to the third and fifth grade classes of the Lake Havasu Unified District (LHUSD No1).
2. Hospice of Havasu will provide grief support group Life After Loss at Thunderbolt Middle School and Lake Havasu High School.
3. Hospice of Havasu may provide one-to-one grief assessment, education and appropriate referrals, with parental/legal guardian approval, for students who have experienced a loss when necessary and appropriate.
4. Hospice of Havasu will provide educational materials and presentations on grief and loss when necessary and appropriate.
5. Hospice of Havasu will provide these services at no cost to the LHUSD No 1.
6. LHUSD No 1 will allow Hospice of Havasu into the designated grade levels, at agreed upon times and dates, and allow Hospice of Havasu to facilitate the curriculum as stated.
7. Hospice of Havasu will comply with District Policy DJG which requires persons providing services to students on a regular basis to obtain and maintain a valid fingerprint clearance card, unless the Hospice of Havasu worker is under direct supervision at all times while working with District students.
8. Hospice of Havasu warrants compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program and acknowledges that a breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

9. Hospice of Havasu further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

If this meets with your understanding, please sign below.

Dr. Rebecca Stone, LHUSD No 1 Superintendent

Date



Daniel Mathews, Executive Director
Hospice of Havasu, Inc.



Date



P.O. Box 597
Lake Havasu City, AZ 86405-0597
Phone: 928-453-2111 | Fax: 928-453-2353
www.HospiceHavasus.org

MEMORANDUM OF UNDERSTANDING

May 20, 2021

Dr. Rebecca Stone
Lake Havasu Unified School Administration
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403-3122

Dear Ms. Stone:

This is a Memorandum of Understanding by and between Hospice of Havasu (HOH), a non-profit organization, and Lake Havasu Unified School District (LHUSD No 1) and Lake Havasu High School from July 1, 2021 through June 30, 2023.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Hospice of Havasu will provide a grief and loss support group to high school students who have permission to attend this group. Hospice of Havasu understands the high school uses an Opt Out permission system for their students who voluntarily wish to participate in the grief and loss support group. Hospice of Havasu will provide one class period per week each week for a semester of the school year; August – January/January – June (no summer support will be offered). The class period per week will rotate. First period the first week, second period the second week, third, fifth, and sixth periods and repeat throughout the semester. The specific schedule will be based on school programming.
2. Hospice of Havasu will provide educational materials and reference resources on grief and loss for the support group when needed and necessary.
3. Hospice of Havasu will provide these services at no cost to the LHUSD No 1 and Lake Havasu High School.
4. LHUSD No 1 and Lake Havasu High School will allow Hospice of Havasu into the designated grade levels, at agreed upon times and dates, and allow Hospice of Havasu to facilitate the grief and loss group as stated.
5. It is understood that Hospice of Havasu will be provided with a name list of students to be involved in each class group. Hospice of Havasu will take roll call and return the list to the guidance office upon groups-end each week. It is understood, if during a grief/loss support group if a student or students need additional assessment, support or referral, Hospice of Havasu staff will inform the guidance counselor who is responsible to follow-up with the student(s), and family as appropriate.
6. Hospice of Havasu will comply with District Policy DJG which requires persons providing services to students on a regular basis to obtain and maintain a valid fingerprint clearance card,

unless the Hospice of Havasu worker is under direct supervision at all times while working with District students.

7. Hospice of Havasu warrants compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program and acknowledges that a breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

8. Hospice of Havasu further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

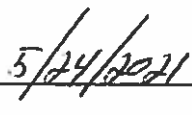
Hospice of Havasu will not be providing ongoing individual or family assessments or counseling for ongoing identified needs outside the structure of the scheduled grief and loss support group. If this meets with your understanding, please sign below.

Dr. Rebecca Stone, LHUSD #1 Superintendent

Date



Daniel Mathews, Executive Director
Hospice of Havasu, Inc.



Date



HIPAA CONFIDENTIALITY AGREEMENT

The regulations of the Privacy and Security Rules of the **Health Insurance Portability and Accountability Act**, also known as "**HIPAA**" (Public Law 104-191) require Hospice of Havasu, Inc. as a covered entity, to guard against unauthorized access to protected health information (PHI) and/or electronic protected health information (ePHI).

The privacy of the patient and the family are of extreme importance. It is to be guarded by all parties. Information received from, or about, the patient and family is confidential. It is to be used only to care for the patient and family's needs. Protection of this information is the responsibility of all.

Any information shared with other professionals for purposes of caring for the patient requires a signed release of information statement from the patient or his/her authorized representative.

The privacy of all parties, including students, board members, staff, and volunteers is of extreme importance and is to be guarded. Information received from or about students, board members, staff or volunteers is to be used only to support and benefit the functioning of the organization and the individual.

HIPAA protects all "individually identifiable health information" held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "protected health information (PHI)." "Individually identifiable health information" is information, including demographic data, that relates to:

the individual's past, present or future physical or mental health or condition,

the provision of health care to the individual, or

the past, present, or future payment for the provision of health care to the individual,

and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number).

Every business associate, vendor, staff, volunteer, and nursing student of Hospice of Havasu, Inc. will be required to sign a HIPAA Confidentiality Agreement. This agreement will be filed in the appropriate records of Hospice of Havasu, Inc.

Signer shall not use any confidential information of Hospice of Havasu, Inc for his or her own benefit, or for the benefit of anyone other than Hospice of Havasu, Inc. All confidential information is in the strictest confidence both during and after service with Hospice of Havasu, Inc.

By signing below, you verify that you/your business agree to not use or disclose PHI or ePHI other than as required by law and further agree to use safeguards to prevent unauthorized use of disclosure of PHI or ePHI.

Printed Name Dr. Rebecca Stone

Business Name LHUSD #1

Signature _____ Date _____

Revised 5/24/21 DH

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RENEWAL OF MEMORANDUM OF UNDERSTANDING
FOR WACOG HEAD START PRESCHOOL CLASSROOM FACILITIES

SUBMITTED BY: Aggie Wolter, Director of Special Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the renewal of the Memorandum of Understanding for WACOG Head Start Preschool Classroom Facilities usage at Oro Grande Classical Academy and Havasupai Elementary Schools for the period of August 1, 2021 through June 30, 2026.

RATIONALE:

The District has identified the need and value of providing quality preschool assistance for at risk children, particularly those from low-income families within our community. This agreement is being revised at this time to include the relocation of the current Head Start classroom from Nautilus Elementary School to Havasupai Elementary School, which will have two classrooms. This MOU increases access for eligible low-income families to quality preschool intervention at Havasupai Elementary School and Oro Grande Classical Academy in addition to Pima Head Start site. Approval of the renewal of the Memorandum of Understanding will serve for a period of five years with option of termination with three months written notification.

A copy of the agreement has been reviewed by legal, and is attached to this item for the Board's review.

Approved for Transmittal to Governing Board


Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN ARIZONA COUNCIL OF GOVERNMENTS
AND
LAKE HAVASU UNIFIED SCHOOL DISTRICT #1**

This Memorandum of understanding is between WESTERN ARIZONA COUNCIL OF GOVERNMENTS, hereinafter referred to as WACOG, and LAKE HAVASU UNIFIED SCHOOL DISTRICT #1, hereinafter referred to as THE DISTRICT.

WHEREAS, THE DISTRICT has identified the need to provide preschool assistance for “at risk” children, particularly those from low-income families, and

WHEREAS, WACOG is the operator of successful Head Start programs in Yuma, La Paz, and Mohave Counties, and

WHEREAS, WACOG has been approved by the United States Department of Health and Human Services to provide early childhood services in the DISTRICT’S attendance area, and

NOW, THEREFORE, WACOG and THE DISTRICT do hereby agree:

- (1) In consideration of WACOG’s operation of a Head Start early childhood program in THE DISTRICT, THE DISTRICT agrees to provide three classrooms, two at Havasupai Elementary School campus, 880 Cashmere Dr. and one at Oro Grande Elementary School campus, 1250 Pawnee Drive. At each site, THE DISTRICT agrees to provide one restroom, a playground space and equipment, kitchen access for food breakdown and delivery to classrooms, office space, storage space and other spaces THE DISTRICT may identify in support of the Head Start Program. THE DISTRICT agrees to provide evidence of the in-kind value of its support of the Head Start Program.
- (2) WACOG will solicit Federal, State, and/or local funds for the successful operation of the Head Start program in the named locations; and
- (3) WACOG will secure the required permits from the necessary health and regulatory agencies to insure proper operation of the Head Start facilities within all existing laws which govern such programs and provide evidence of such approval to the DISTRICT; and
- (4) WACOG expressly agrees that THE DISTRICT is to be held harmless by WACOG from all liability to any claim for damages by reason of an injury to any person or persons, including supervisors and/or employees, or property of any kind whatsoever, including that property of participants in the Head Start program, it’s employees or supervisors from cause or causes whatsoever, while in, upon, or in any way connected with the said premises or said sidewalk adjacent thereto, during the term of this agreement. WACOG agrees to name THE DISTRICT as an additional insured under its liability policy; and

- (5) WACOG shall, at its cost, keep and maintain said premises and appurtenances, and every part thereof, in good and sanitary order, and
- (6) THE DISTRICT agrees to document the "in kind" services, at market value, minus any fee paid by WACOG, that it provides for the WACOG Head Start Program. These services may include, but not limited to, the use of cafeteria space, classrooms, the library, office and storage spaces, site space, the playground, transportation services, janitorial services, or any other professional services contributed to the WACOG Head Start Program.
- (7) This agreement shall be for a period of five (5) years. This agreement shall be effective upon the execution of both parties. WACOG and THE DISTRICT may agree to extend this agreement in succeeding years.
- (8) THE DISTRICT and WACOG shall have the right to, upon mutual agreement; amend this Agreement at any time.
- (9) WACOG and THE DISTRICT mutually agree that either party may elect to terminate this Agreement at any time, upon three months prior written notice. In addition, WACOG shall have the right to terminate this Agreement at any time that Head Start funding becomes inadequate to support the above named facility.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 2021.**

**WESTERN ARIZONA COUNCIL
OF GOVERNMENTS**

**LAKE HAVASU UNIFIED
SCHOOL DISTRICT #1**

Brian H. Babiars, Executive Director

Dr. Rebecca Stone, Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR WACOG
HEAD START COLLABORATIVE READINESS ACTIVITIES

SUBMITTED BY: Aggie Wolter, Director of Special Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the renewal of the Memorandum of Understanding for WACOG Head Start Collaborative Readiness Activities for the period of August 1, 2020 through June 30, 2023.

RATIONALE:

The Improving Head Start for School Readiness Act of 2007 requires Head Start Programs to collaborate with local education agencies to ensure the orderly and smooth transition of children from Head Start into appropriate Kindergarten programs in their local community. Approval of the renewal of the Memorandum of Understanding outlines expectations and guidance that will enable the Lake Havasu Unified School District #1 and WACOG Head Start to continue to work collaboratively to better support students attending Head Start transitioning into kindergarten.

This agreement has been reviewed by legal.

Approved for Transmittal to Governing Board


Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
AND
WACOG HEAD START**

Purpose Statement

The philosophy of WACOG Head Start commits the program to providing an integrated and comprehensive early childhood education program for center-based children in the Head Start service area of Yuma, La Paz and Mohave counties. The program's mission is to provide the foundation for the development of self-sufficient, healthy, caring and productive children and families in an environment of multiple opportunities that supports child and parent achievement.

The Improving Head Start for School Readiness Act of 2007 requires Head Start programs to collaborate with the Local Education Agency to ensure the orderly and smooth transition of children from Head Start into the appropriate Kindergarten program in children's home school districts. Therefore, the Head Start Act of 2007 requires that a Memorandum of Understanding (MOU) be developed with the local community entity responsible for administering publicly funded pre-school programs within the Head Start service area. This MOU describes a spectrum of activities that will be locally implemented to ensure these collaborative transition activities occur between WACOG Head Start and the local District Pre-school Program. The WACOG Head Start Child Development Specialist will have the primary responsibility to ensure the described contents of this MOU are implemented in a timely manner.

WACOG Head Start Plans for Coordinating Educational Activities Include:

1. Establishing contact with the appropriate District Pre-School representative
2. Facilitating and ensuring individual Child Transition folders containing information relevant to the child's cognitive, social and behavioral development are provided to the Kindergarten program staff by a mutually agreed upon date
3. Providing progress information for Head Start children diagnosed with disabilities as well as referral information for children with suspected delays

WACOG Head Start Curricular Objectives Include:

1. Building upon children's individual learning styles in order to facilitate social and emotional development and competency through use of age and developmentally appropriate best practices.
2. Assisting children to develop concepts and information about:

Approaches to Learning	Social and Emotional Development
Language and Literacy	Cognition, Mathematics & Scientific Reasoning
Perceptual, Motor and Physical Development	
3. Promoting children's school readiness skills by assisting children to acquire a foundation for Learning

Yuma

Crane School District
Gadsden School District
Somerton School District
Wellton School District
Yuma School District #1

La Paz

Quartzsite District

Mohave County

Bullhead City School District
Kingman Unified School District
Lake Havasu Unified School District
Mohave Valley School District

Staff Training Opportunities Through WACOG Head Start May Include:

- Creative Curriculum & My Teaching Strategies GOLD
- Academic materials including CDA modules
- Dual Language Learners
- Kindergarten staff observations in Head Start classrooms
- Children's Social & Emotional Development
- Invitations to public school staff to participate in Head Start-sponsored program in-service training activities

Staff Training Opportunities Through the Public School Program May Include:

- Kindergarten staff expectations of Head Start staff
- Head Start staff observations in Kindergarten classrooms
- Joint meetings between Head Start and Kindergarten staff
- Invitations to Head Start staff to participate in District-sponsored in-service training activities

Technical Assistance Exchange Program

Technical assistance may be provided between WACOG Head Start and the local District pre-school program by:

- Sharing and/or loaning appropriate supplemental curricula teaching materials
- PowerPoint presentations addressing Head Start content service areas and Performance Standards
- Joint training sessions specific to District pre-school program requirements

Additional Services for Meeting Needs of Working Head Start Parents

Examples of such services include:

- Dissemination of information concerning available child care resources, including:
 - *Before and after school care programs
 - *Family home care providers
 - *Local child care centers
 - *Community Programs (YMCA, Parks & Recreation)
- Scheduling training and other presentations concerning Child Development, Vehicle Safety, Substance Abuse, available community resources, etc. during parent meetings

Memorandum of Understanding Term

This Memorandum of Understanding is effective August 1, 2020 through June 30, 2023 i.e., the 2020-2021 and 2021-2023 school years. WACOG Head Start and the District Pre-School Director will review the MOU annually and revise as necessary in order to comply with the policies and mandates of WACOG Head Start and the School District regarding the provision of transition services to Head Start children.


This MOU may be terminated in the event of the termination or suspension of federal funding for WACOG Head Start.

Brian H. Babiars, Executive Director
WACOG Head Start

Deb Schlamann, Director
WACOG Head Start

Date

Rebecca Stone, Superintendent
Lake Havasu Unified School District #1



Carolyn Alexander, Early Education
Special Ed. Coordinator
Lake Havasu Unified School District #1

Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RENEWAL OF MEMORANDUM OF AGREEMENT FOR WACOG HEAD START FOR PROVISION OF PRESCHOOL SPECIAL EDUCATION SERVICES

SUBMITTED BY: Aggie Wolter, Director of Special Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the renewal of the Memorandum of Agreement for WACOG Head Start for the provision of preschool special education services for the period of August 1, 2021, through June 30, 2023.

RATIONALE:

The *Individuals with Disabilities Education Act (IDEA) 2004 Part B and Head Start Re-Authorization 2007* require Head Start Programs to collaborate with local education agencies to ensure the early identification of preschool students with disabilities and the provision of services in least restrictive environment. Approval of the renewal of the Memorandum of Agreement outlines expectations and guidance that will enable the Lake Havasu Unified School District #1 and WACOG Head Start to continue to work collaboratively to better identify at risk preschool students and provide support and services in least restrictive environment in a cost effective manner.

This agreement has been approved by legal.

Approved for Transmittal to Governing Board


Superintendent

**MEMORANDUM OF AGREEMENT
BETWEEN
Lake Havasu Unified School District #1
AND
WACOG HEAD START**

This Agreement is between Lake Havasu Unified School District #1 and WACOG Head Start for the period August 1, 2021 through June 30, 2023.

PURPOSE STATEMENT

The purpose of this Agreement is to establish working procedures between Lake Havasu Unified School District #1 and WACOG Head Start in the provision of services to pre-school age children eligible for special education services in compliance with Federal and Arizona State laws and regulations.

It is the intent of this Agreement to:

1. Define which service(s) will be provided by each Agency.
2. Ensure that children eligible for pre-school special education services receive a free and appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each Agency cooperatively maintains communication and shares leadership responsibilities at the local level to ensure available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between Lake Havasu Unified School District #1 and WACOG Head Start are developed, implemented and preserved.

This Agreement applies only to Head Start pre-school children three (3) years old to Kindergarten age who are determined eligible for pre-school special education services.

PROGRAM MANDATES

Responsibility of School District

1. Provide services to pre-school children with disabilities as mandated in PL 105-17 & PL 108-446 (Individuals w/ Disabilities Improvement Act, Part B) December 2004.
2. Provide pre-school children with disabilities a free and appropriate public education (FAPE) including the development and implementation of an Individualized Education Plan (IEP), which includes all of the components of an IEP, procedural safeguards and the provision of related services.

SERVICE IMPLEMENTATION

CHILD FIND/SCREENING

Lake Havasu Unified School District #1 will:

1. Notify WACOG Head Start of dates, places and times determined for screening pre-school age children in the community.
2. Include WACOG Head Start staff in the planning and implementation of community screenings.

WACOG Head Start will:

1. Screen all eligible Head Start children for potential special education services.
2. Refer children identified as "at risk" as the result of screening to the appropriate personnel for evaluation and diagnosis, with parental consent. Relevant screening information concerning the child(ren) will be shared with appropriate personnel.

REFERRAL FOR EVALUATION

Lake Havasu School Unified District #1 will:

1. Notify WACOG Head Start should district personnel identify pre-school children who may be eligible for special education services and are currently enrolled in Head Start.

WACOG Head Start will:

1. Provide, with parental consent, appropriate personnel with copies of children's health and developmental histories, including screening results and anecdotal information.
2. Provide parents with information concerning their rights.
3. Forward a copy of the Head Start referral to the District Special Education Director or appropriate district special education designee.

COMPREHENSIVE EVALUATION

Lake Havasu Unified School District #1 will:

1. Arrange for or conduct appropriate evaluation(s) with qualified diagnostician(s) in the child's primary language at the request of Head Start, and determine the child's eligibility for categorical identification as specified in amended ARS 15-761.
2. Contact the Head Start Disability Services Specialist or the Lake Havasu Head Start Center Manager to coordinate the multi-disciplinary team (MDT) meeting time and place to discuss the results of the evaluation(s).

capable of accurately translating all information relevant to comprehensive IEP development.

PLACEMENT SERVICES

Lake Havasu Unified School District #1 will:

1. With parental input and agreement, determine the best, least restrictive environment and/or placement for the child.
2. Consider the Lake Havasu Head Start center as a least restrictive environment/placement option, particularly for children already enrolled in the Head Start center program model. This can include co-programming with the District pre-school special education program and/or providing a limited number of hours per day; or days per week in the Head Start center within the area served by Lake Havasu Unified School District #1.

WACOG Head Start will:

1. Set aside two (2) slots per classroom for the Lake Havasu Unified School District pre-school special education program as a placement option for diagnosed pre-school age children. These slots must be identified by August 15th of each year or be forfeited. Head Start will maintain as much flexibility as possible to be a placement option for Lake Havasu Unified School District #1. District referrals do not automatically guarantee placement in the Head Start program. Head Start is required by Federal regulation to review all applications to determine children's eligibility prior to acceptance for enrollment into the program. Head Start must maintain a high daily attendance rate according to Federal regulations and indefinite, unfilled vacancies cannot be allowed. The Head Start Disability Services Specialist will maintain contact with the Head Start Center Manager, Teachers and Area Manager to ensure additional pre-school special education placements may be possible throughout the school year in the event Head Start enrollment levels allow such placement.
2. There are three (3) Head Start classrooms within Lake Havasu Unified School District. Therefore, a total of six (6) slots will be set aside for Lake Havasu Unified School District until August 15th.

SPECIFIC PROGRAM SERVICE DELIVERY

Lake Havasu Unified School District #1 will:

1. Provide direct, consultative and/or related services to identified pre-school age children, as detailed on children's IEPs.
2. Maintain regular communication with the appropriate Head Start staff to discuss and review children's progress and program (IEP) implementation.
3. Provide special education staff for related support services and/or consultation as written in the IEP.

1. Communicate questions and concerns that may arise to the appropriate school district staff.
2. Meet with the district's pre-school special education teaching staff and/or other special education providers, for feedback and needed planning for children's daily teaching activities.
3. Coordinate/participate in the IEP review meeting.
4. Maintain necessary documentation in accordance with Head Start, Federal and/or State mandates.

CONFIDENTIALITY

Lake Havasu Unified School District and the WACOG Head Start program shall obtain written parental/legal guardian consent before releasing/disclosing any identifiable information from children's education/family records to outside parties not entitled to receive children's records without parental consent. The written consent must be in the primary language of the parent/legal guardian and must be signed and dated. Lake Havasu Unified School #1 and WACOG Head Start both agree to comply with the Family Education Rights and Privacy Act (FERPA). The consent shall include the following:

1. Specific nature of the records to be released/disclosed.
2. The purpose for release/disclosure
3. The name(s) of the party(ies) to whom records may be released/disclosed.

TRAINING & TECHNICAL ASSISTANCE

Lake Havasu Unified School District #1 and WACOG Head Start may coordinate training and technical assistance by:

1. Developing a system for identifying staff training needs.
2. Coordinating training calendars, planning joint training topics/activities and sharing information relevant to special interest topics.
3. Exchanging program philosophy and regulations mandated for Lake Havasu Unified School District and WACOG Head Start.

PARENT INVOLVEMENT ACTIVITIES

Lake Havasu Unified School District #1 and WACOG Head Start may coordinate activities by:

1. Developing a system for identifying parent training needs.
2. Coordinating parent activity/training calendars.

Should misunderstanding or difference of opinion arise with regard to the policies and procedures necessary to accomplish the objectives and activities set forth in the Memorandum of Agreement; appropriate administrative staff from Lake Havasu Unified School District #1 and WACOG Head Start will meet at an agreed upon time to resolve the issue(s). In the event resolution cannot be attained by this method, Lake Havasu Unified School District #1 and WACOG Head Start agree to employ arbitration to the extent required by ARS 12-518.

FINANCE

The funds provided for services provided by Lake Havasu Unified School District #1 and WACOG Head Start under this Agreement is separate, regular and special funding from Federal, State or local sources for each agency.

AGREEMENT REVIEW/TERMINATION

This Memorandum of Agreement must be reviewed annually by Lake Havasu Unified School District #1 and WACOG Head Start, and be revised as necessary in order to comply with policies and mandates of Lake Havasu Unified School District and WACOG Head Start regarding the provision of pre-school special education services to eligible children.

Either party may terminate this Agreement by providing the other party with thirty (30) days written notice and/or upon the termination or suspension of WACOG Head Start federal funding.

Brian H. Babiars, Executive Director
WACOG

Rebecca Stone, Superintendent
Lake Havasu Unified School District #1

Deb Schlamann, Director
WACOG Head Start

Aggie Wolter, Director
Special Education Services

Date

Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF FOLLET DESTINY LICENSING PURCHASE**SUBMITTED BY:** Jaime Festa-Daigle, Director of Personnel/Technology**DATE FOR BOARD CONSIDERATION:** June 15, 2021**RECOMMENDATION:**

It is recommended the Governing Board approve the agreement for Follett Destiny hosted licensing that will serve as an update for the current library software.

RATIONALE:

This purchase enables a vendor-hosted solution for LHUSD's current library software for use by staff and students.

The existing onsite server and Operating System must be retired, as it will no longer meet current security standards used to protect LHUSD staff and students.

This purchase will provide all 8 sites with a vendor hosted solution for library inventories, indexing, look-up, and a secure access for students and staff. The quote for \$8574.01 in year one and \$7301.36 annually includes professional services to migrate the LHUSD database to the new structure as well as implementation, technical training, maintenance and support.

This purchase is based on the Follett Destiny Management Agreement and pricing provided by Mohave Educational Services Cooperative Contract 19H-FOLL-1003. This purchase has been reviewed and approved by the Business Department and legal.

Funding sources will be M&O Library and Capital Instruction.

Approved for Transmittal to Governing Board


Superintendent



May 5, 2021

Sean Baker
Technology Supervisor
Lake Havasu School District 1
2200 Havasupai Blvd
Lake Havasu City, AZ 86403

Dear Sean:

Follett School Solutions is pleased to present the enclosed Amendment to your Destiny® Resource Management agreement.

In order for us to ensure your project completes smoothly, please provide us with the information listed below:

- An authorized representative of your District needs to sign page 5.
- Ensure that the data on Schedule A is accurate (if attached).
- After the licenses have been activated:
 - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Kristine Klein
Inside Sales Consultant - Technology
Phone: 877-899-8550 Ext. 46267
Fax: 815-578-5419
kklein@Follett.com

Amendment C
Destiny® Resource Management Agreement
Lake Havasu School District 1
Quote # 1105618-2
Customer # 0214317
May 5, 2021

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Lake Havasu School District 1 ("you") in Lake Havasu City, AZ dated August 18, 2008 (the "Agreement") is effective May 5, 2021. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until June 30, 2021.
Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Estimated sales tax is included in this Quote. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Summary of Software and Services: Year 1 Costs		Pricing
	Price	\$8,399.36
	Tax	\$174.65
The total dollar amount included in this Amendment is		\$8,574.01

MIGRATE EXISTING DATABASE(S) TO DESTINY CLOUD

- Migration of one (1) Destiny database(s) for eight (8) license(s) of Library Manager to Destiny Cloud.
- Migration to Destiny Cloud includes:
 - Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Destiny Cloud servers.
 - Implementation: migration of the Destiny database from customer-hosted servers to Destiny Cloud servers.
 - Technical Training: brief technical training on Destiny Cloud.
 - Server maintenance and support

Additional information regarding the migration service, and additional terms associated with Destiny Cloud, are contained in this document.

Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.

Destiny Cloud Year One

- Destiny® Library Manager hosted in Destiny Cloud for year one for eight (8) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- Server maintenance and support

Additional Services

- Destiny Upgrade – One Upgrade to Current Version

Please Note:

- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days from Invoice.
- To the extent allowable by law, this Amendment is strictly confidential.

It is the customer's responsibility to provide written verification of Destiny Cloud Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

In the event you are migrating to Destiny Cloud in the middle of a service term, you will receive a credit for the pro rata portion of the annual Destiny Support fee paid following the date of the District's acceptance of the migration services to the Destiny Cloud environment. At the time of migration your Destiny support must be current, additional fees will apply if support is expired. If your Destiny support expires during the migration process you will be subject to additional charges to cover the support for your locally hosted Destiny until the migration is complete.

Annual Licensing and Maintenance Costs Starting Year 2*

Destiny Cloud

- Destiny® Library Manager continued access to and support of Destiny Cloud for eight (8) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Follett Community (how-to's, training tools, and videos)
 - Product updates

Total Annual Licensing and Maintenance Costs:**

\$7,301.36

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

** Note: This new pricing will be reflected in your next annual renewal fee.

Migration Services

Migration services support moving your Destiny database(s) to Destiny Cloud, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Destiny Cloud environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Destiny Cloud product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

The Destiny Cloud solution effectively includes server/storage equipment operations via the Microsoft Azure cloud.

Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

Structure

Files are stored on the server and uses SQL to manage the file location.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

Based on discussions with your district, your implementation is scheduled to be completed no later than June 30, 2021. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Lake Havasu School District 1

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 1340 Ridgeview Drive

E-mail _____

McHenry, IL 60050

Address: _____

Address: _____

Date: _____

Date: _____

Do you have a PO to attach for this purchase?

☐ Yes

☐ No, I will provide at a later date

☐ No, I will not be using a PO

Please provide a reference for Billing Purposes
(such as the Billing Contact's Name):

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached).
- An authorized representative of your District needs to **sign above**. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.

Additional Terms and Conditions

1. **Nature of the Transaction.** Follett School Solutions, Inc. ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. **License.** Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett School Solutions, Inc. Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf. The license shall be subject to the Term stated in Section 4 below. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, Inc. Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny, including but not limited to Destiny Discover, requires that Customer maintains current Follett School Solutions, Inc. support services.

3. **Services.** Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance. The 12-month support renewal periods (each, a "Support Renewal Period") shall begin on the first anniversary of the date of purchase and shall renew subject to the terms of Section 4 below. Fees for each Support Renewal Period shall be invoiced, and due and payable, in advance of the start of each such Support Renewal Period. Following the initial Support Renewal Period, the fees for subsequent Support Renewal Periods may be increased, in Follett's sole discretion; provided that (i) in no event shall an increase in any given year exceed the greater of (x) 5% or (y) CPI ("CPI" refers to the All Items Consumer Price Index, All Urban Consumers, as published by the U.S. Bureau of Labor Statistics in each case relative to the fee for the immediately preceding Support Renewal Period) and (ii) Follett shall provide written notice to Customer of any such change in price at least ninety (90) days prior to the effective date of such change.

4. **Service Term.** The term of the Service shall be one (1) year with automatic renewal, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term.

5. **Hosting.** Follett will provide to Customer those hosting services more particularly described in the SOW ("Hosted Services"). Follett is utilizing the Microsoft (MS) Azure cloud public services. The Microsoft Azure data centers are certified to the highest Industry standards (ISO27001 and ISO27018) and are regularly audited. The Azure infrastructure holds numerous government and industry standard certifications, including the Cloud Security Alliance STAR certification, FEDRAMP, PCI-DSS, SOC1, 2 and 3. MS Azure backup and recovery services are used to provide transaction level backups. The MS Azure SQL Database is a cloud database service deployed as a fully managed Platform-as-a-Service (PaaS). The service includes automated backups, point-in-time restores, active geo-replication, fail-over groups, automatic performance monitoring and tuning, adaptive query processing, intelligent threat detection, auditing for compliance and security, data encryption at rest, data encryption in motion, dynamic data masking, row-level security, multi-factor authentication, and compliance certification.

6. Service Levels. Destiny Cloud is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for Destiny Cloud:

99.5% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

7. Security. Follett agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of the Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful misconduct of Follett, its employees or subcontractors.

8. Third Party Equipment and Software. Unless otherwise indicated in the SOW, Follett will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the Hosted Service. Ownership and/or licenses for the third party equipment and software shall be in the name of Follett.

9. Customer Responsibilities. In addition to any other duties and obligations set forth in this Agreement, Customer will undertake the following responsibilities at Customer's sole cost and expense:

- (a) Completion of any Customer requirements set forth in the SOW
- (b) Provision and continuous operation of all communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for use and maintenance of the network capacity between Customer facilities and the hosted system;
- (c) Cooperation with and assistance to Follett with the transition to the Hosted Service;
- (d) Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
- (e) Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
- (f) Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

10. Payment. Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to term expiration are required for annual licensing to use Destiny Cloud.

11. Ownership. All Customer Personally Identifiable Information and other data received by Follett from Customer (collectively, "Customer Data") will remain Customer's property, and upon the termination of this Agreement for any reason, the Customer will be provided an opportunity to export catalog and patron data in a reasonable timeframe, not to exceed 120 days past termination date. Follett shall terminate the Customer's access to the Follett hosted service and destroy the Customer Data after the customer's timeframe to export data has passed. Follett may use aggregate data from schools or districts for marketing purposes. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

12. **License.** During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use (and permit others to use) any Customer Data solely for the purpose of rendering the Services to Customer.

13. **Delays.** Follett is not responsible for any failure to provide Destiny Cloud if such failure is caused by changes to the format of the Customer Data, changes to Customer's equipment or software, or Customer's delay or failure in the performance of customer responsibilities.

14. **Effect of Termination.** Sections 11, 15, 16, 17, 18 and 22 shall survive any termination of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using Destiny Cloud. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

15. **Limited Warranties.** Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, Inc. Product Licensing Terms.

16. **Disclaimer of warranty.** The limited warranties set forth herein are exclusive and in lieu of all other warranties and conditions, express or implied (including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement, statutory or otherwise). Customer acknowledges that Follett is not the manufacturer of the equipment and expressly waives any claim against Follett based upon any infringement or alleged infringement of any patent with respect to any item(s), any defects or any nonconformance of the third party equipment with its specifications, or for any indemnity against any claim made by any third party against customer.

17. **Limitation of liability.** To the maximum extent permitted by applicable law, in no event shall Follett, its affiliates, or their respective directors, shareholders, employees, agents and representatives be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including, but not limited to, lost profits, business interruptions, loss of business information or other pecuniary loss) arising out of the use of the products or services, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, failure of essential purpose, or otherwise, and even if the party has been advised of the possibility of such damages. Follett's total liability for any claims brought by customer regarding the products and services is limited to the amount of any payments made by customer during the twelve months preceding customer's notice of the claim to Follett. This section will not apply to limit Follett's indemnification obligations under this agreement.

18. Indemnification. Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

19. Publicity. During the term of this Agreement, Follett and its affiliates shall have the right to use the customer name and profile in Follett's marketing materials in any media.

20. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

21. Applicable Law. This Agreement shall be construed under the laws of the State of Arizona, exclusive of its choice of laws and provisions.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

Web site address and Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

Please indicate the Web site address (URL) you wish to have for your Destiny Cloud Solution.

The format required is yourdistrictname.follettdestiny.com.

1st choice:	.follettdestiny.com
2nd choice:	.follettdestiny.com
3rd choice:	.follettdestiny.com

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
ADMINISTRATOR EVALUATION AND GROWTH SYSTEM

SUBMITTED BY: Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended that the Board approve changes to the LHUSD Administrator Evaluation and Growth System.

RATIONALE:

As a result of legislative changes and feedback received from administration and the Superintendent, changes have been made to the administrative evaluation tool. The teacher evaluation was revamped successfully in 2019 and allowed for all staff members within LHUSD to use the language of the Core Propositions to discuss effective teacher practices.

This tool was developed in alignment with ARS 15-503 and 15-341. This system was created with a philosophy that ongoing data should be gathered and used in decision making; administrator expectations should be rigorous, clear, and equitable from school to school; quality feedback and systems of support are essential to improve leadership practice; the research framework provides evidence of effective leadership; administrators must be effective instructional and organizational leaders; principals impact student learning; and principals strengthen their practice throughout their careers.

The LHUSD Evaluation Instrument is based on the Marzano Focused Leadership Model. This model was developed using the Wallace Foundation Study of effective principal practices, the preeminent study of principal leadership.

The evaluation tool also streamlines forms for administrators and evaluators and lays out timelines and requirements of expectations. The tool provides opportunities for principals to set goals in areas that are aligned with student achievement and success.

A copy of the Performance Pay Plan was emailed to the Governing Board prior to the June 15, 2021 meeting for their review.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF 2021-22 PAY FOR PERFORMANCE PLAN**SUBMITTED BY:** Jaime Festa-Daigle, Director of Personnel/Technology**DATE FOR BOARD CONSIDERATION:** June 15, 2021**RECOMMENDATION:**

It is recommended that the Governing Board approve the following Performance Pay (301) Plan for 2021-22, a.k.a. the Classroom Site Fund.

RATIONALE:

Legislation pertaining to the Classroom Site Fund was changed this year with the passage of SB 1139. These changes allowed for broader uses of the funds and recognized different ways performance of teachers can be assessed.

During the Budget Committee meetings, it was decided that \$2000 of 301 funds would be paid directly to teachers in their bi-weekly pay. The LHUSD District 301 committee met to review new legislation and the framework LHUSD had previously used.

Based on those meetings, it was decided that all remaining 301 funds would be paid out to eligible teachers and certified staff members as performance pay. The performance pay criteria would be focused around four components.

1. School-wide student achievement
2. School-wide professional development goal
3. Family engagement goal
4. Individual Summative Evaluation Score

Each area is worth up to 25% of performance pay. Goals will be developed, approved by 70% of staff (as required by legislation), reviewed by district administration, and approved by the Board annually. The plan was streamlined to support more focused goal development aligned to improved student outcomes.

Members of LHUSD District 301 committee for 2021-22:

<i>TOA</i>	Ginny Sautner
<i>Counselor</i>	Deanna Ainsworth
<i>Specialist</i>	Devin Brookover
<i>Havasupai</i>	Tiffany Berry
<i>Jamaica</i>	Jamie Hammer
<i>LHHS</i>	Joni Hall and Erika Washington
<i>Nautilus</i>	Amy DePuydt
<i>Oro Grande</i>	Nicole Brown
<i>Smokeetree</i>	Christina Heckel
<i>Starline</i>	Melissa Waller
<i>Thunderbolt</i>	TBA
<i>Admin</i>	Shannon Williams
<i>District</i>	Lindsay Bitterman

As mandated by the state, this plan must be approved by the Governing Board each year. A copy of the Performance Pay Plan was emailed to the Governing Board prior to the June 15, 2021 meeting for their review.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RENEWAL OF SERVICES FOR FRONTLINE FOR HUMAN RESOURCES AND TIME CARD SERVICES

SUBMITTED BY: Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the contract for Frontline for the 2021-2022 school year at an annual cost of \$62,237.99.

RATIONALE:

Administration is recommending the continuation of contracted services with Frontline Education. LHUSD currently uses Frontline for online Absence Management, Recruiting and Hiring Solution, Evaluation Management, digital forms and records retention (Frontline Central), and online Time and Attendance management.

Frontline's Recruiting and Hiring software has been instrumental in modernizing and updating the online application tool utilized by LHUSD. Administrators are able to easily post jobs to online job boards as positions are opened. Administrators are able to proactively recruit employees who fit specific certifications using K12 Job Spot. Onboarding paperwork is sent out immediately upon hire.

Previously, Excel spreadsheets were used for evaluations, with hard copies printed and stored in files at both schools and the district office. Frontline Evaluation Management now houses all of our evaluation forms and allows evaluators to track walkthrough data, evaluation completion rates, and performance trends among staff throughout their schools. It also allows district administration to use data based on evaluation results to make recommendations.

Employee onboarding files, evaluation documents, and other personnel records are housed on Frontline Central. This system replaced Winocular, which we previously used to store our files and to post jobs. Winocular's functionality was limited and was discontinued.

Time and Attendance is a digital time clock system. It allows us to eliminate paper time cards. The system communicates with Visions for payroll and with our current Frontline absence management system. We are able to accurately track hours worked and save time on data entry.

The contract was reviewed by purchasing and legal.

Approved for Transmittal to Governing Board


Superintendent

Frontline Education Renewal Notice

Attn: Lake Havasu Unified District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Time Solution	7/01/2021	6/30/2022	1	\$26,373.70	\$26,373.70
Recruiting & Hiring Solution	7/01/2021	6/30/2022	1	\$13,902.41	\$13,902.41
Frontline Central Solution	7/01/2021	6/30/2022	1	\$8,458.86	\$8,458.86
Employee Evaluation Management, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$9,107.03	\$9,107.03
Total					\$57,842.00

Please use this [link](#) to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Kristin Fiori at (484) 328-4424 or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals



INVOICE

Acct #: 11309
#INVUS140720

Jaime Festa
Lake Havasu Unified School District #1
2200 Havasupai Blvd.
Lake Havasu City AZ 86403

Start Date: 7/1/2021

Due Date: 7/31/2021

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Time Solution	7/1/2021	6/30/2022	11309 Lake Havasu Unified School District #1	\$26,373.70	\$26,373.70
1	Frontline Central Solution	7/1/2021	6/30/2022	11309 Lake Havasu Unified School District #1	\$8,458.86	\$8,458.86
1	Recruiting & Hiring Solution	7/1/2021	6/30/2022	11309 Lake Havasu Unified School District #1	\$13,902.41	\$13,902.41
1	Employee Evaluation Management, unlimited usage for internal employees	7/1/2021	6/30/2022	11309 Lake Havasu Unified School District #1	\$9,107.03	\$9,107.03



INVOICE

Acct #: 11309
#INVUS140720

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$57,842.00

SALES TAX \$4,395.99

TOTAL DUE \$62,237.99
by 7/31/2021

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF CONTRACT FOR DISTRICT STANDARDIZED APPAREL**SUBMITTED BY:** Michael Murray, Director of Business Services**DATE FOR BOARD CONSIDERATION:** June 15, 2021**RECOMMENDATION:**

It is recommended the Governing Board approve the award for district standardized apparel to _____.

RATIONALE:

Standardized shirts/apparel have been required throughout the district for many years. In the past, annual and two year quotes have been requested from vendors in order to provide standardized shirts and apparel to our students.

In an attempt to provide a more efficient procurement process, the district determined that a contract of one year, with four annual renewals would be most advantageous to the district. The Business Department released IFB 20-21-01 on May 17th to vendors on the district's bidders list by way of email notification and posting on the district's website. Vendors had until June 4th at 3pm to respond. The award will begin on July 1, 2021.

A copy of IFB 20-21-01, amendments, and backup from the awarded vendor will be provided to the Governing Board for review.

The Business Department and a Valley Schools procurement representative reviewed this item.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RESOLUTIONS FOR FISCAL YEAR 2021-22

SUBMITTED BY: Mike Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve Resolutions No. 2021-22-01 through 2021-22-10.

RATIONALE:

The action described in the recommendation is necessary to continue our current practices through the 2021-22 fiscal year. The resolutions, as submitted, are maintenance resolutions and would not affect any substantial change in our current operating procedures.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-01

BE IT RESOLVED BY THE Governing Board of Lake Havasu Unified School District No. 1:

that Dr. Rebecca Stone, Jaime Festa-Daigle, Michael Murray, Lindsay Bitterman, and Aggie Wolter are duly authorized to sign disbursement checks for the Revolving Fund, Food Services, and Clearing Fund; and,

that Michael Murray is duly appointed Student Activities Treasurer (K-12), and that Dr. Rebecca Stone, Jaime Festa-Daigle, Michael Murray, Lindsay Bitterman, and Aggie Wolter are duly authorized to sign disbursement checks for the Student Activity Fund (K-8); and,

that Dr. Rebecca Stone, Jaime Festa-Daigle, Michael Murray, Lindsay Bitterman, Aggie Wolter and Scott Becker are duly authorized to sign disbursement checks for the Student Activity Fund and Auxiliary Operation Fund (9-12); and,

that Dr. Rebecca Stone, Jaime Festa-Daigle, Michael Murray, Aggie Wolter, and Lindsay Bitterman are duly authorized to sign disbursement checks for the Auxiliary Operation Fund (K-8).

I certify that the above resolution was made and passed at the regular Board Meeting of June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-02

BE IT RESOLVED BY the Governing Board of Lake Havasu Unified School District No. 1:
that Michael Murray shall be, and hereby is, authorized as representative of Lake Havasu
Unified School District No. 1 to obligate its funds and obtain transfer of surplus property from
the State of Arizona subject to the terms and conditions set forth by the State of Arizona.
RESOLVED FURTHER that a certified copy of this Resolution be given to the Arizona Surplus
Property Agency and that the same remain in full force and effect until written notice to the
contrary is given said Agency.

I certify that the above resolution was made and passed at the regular Board Meeting on
June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-03

BE IT RESOLVED BY the Governing Board of Lake Havasu Unified School District No. 1:

that Michael Murray is duly appointed as authorized representative of the Food Services
Fund for the District.

Summary of the change fund is as follows:

Lake Havasu High School	\$45 (for HS staff serving line)
TOTAL	\$45

I certify that the above resolution was made and passed at the regular Board Meeting on
June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-04

BE IT RESOLVED BY the Governing Board of Lake Havasu Unified School District No. 1:

that the President and/or the Vice President of the Board are authorized to sign contracts, correspondence and other written documents as specifically approved by the Board on behalf of the Board.

I certify that the above resolution was made and passed at the regular Board Meeting on June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-05

BE IT RESOLVED THAT Lake Havasu Unified School District No. 1, by resolution, approves the signing of payroll and expense vouchers between regular Board Meetings. Vouchers will be ratified at a regularly scheduled meeting.

I certify that the above resolution was made and passed at the regular Board Meeting on June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-06

A motion was made by _____ and seconded by _____ as follows:

BE IT RESOLVED BY the Governing Board of Lake Havasu Unified School District No. 1:

1. there be established a Revolving Fund in the amount of Ten Thousand (\$10,000) Dollars to meet immediate cash outlays for postage, freight, express, parcel post, travel or other minor disbursements (ARS §15-1101);
2. that Michael Murray, Director of Business Services, is designated as custodian and shall be charged with the handling and accounting for the Fund;
3. that a certified copy of this Resolution be forwarded to the County School Superintendent as the application for the establishment of said Fund;

I certify that the above resolution was made and passed at the regular Board Meeting on June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-07

RESOLVED THAT:

WHEREAS, idle student activity funds exist in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the District to authorize the investment of these funds;

NOW, THEREFORE, be it resolved by the Governing Board of School District No. 1 (Lake Havasu) of Mohave County, Arizona, does order the investment of idle student activity funds,

BE IT FURTHER RESOLVED AND ORDERED THAT the Director of Business Services, is authorized and directed so to invest the funds.

I certify that the above resolution was made and passed at the regular Board Meeting on June 15, 2021.

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403

RESOLUTION NO. 2021-22-08

COMES NOW the Governing Board of Lake Havasu Unified School District No. 1 of Mohave County, Arizona, and herewith respectfully represents that on the _____, at a regular Board Meeting, upon motion duly made, seconded and carried with a vote of _____ "Ayes" and _____ "Nays" this Board

RESOLVED THAT:

WHEREAS, the District may invest and reinvest monies belonging or credited to the District as a debt service fund, so long as the investment is made for the best interests of the District; and,

WHEREAS, it appears to be for the best interest of the District to authorize the Mohave County Treasurer to invest and keep invested funds in interest bearing securities as provided by law; and

WHEREAS, from time to time it will be necessary and for the best interest of the District to authorize the Mohave County Treasurer to sell these securities to provide available funds for current authorized requirements; and

WHEREAS, Arizona Revised Statutes § 15-1025 requires the Governing Board of the District to request consent of the County Board of Supervisors prior to the beginning of any fiscal year for the adoption of a resolution of continuing effect;

NOW, THEREFORE, be it resolved by the Governing Board of Lake Havasu Unified School District No. 1 of Mohave County, Arizona, to request the consent of the Board of Supervisors of Mohave County, Arizona, for the County Treasurer, or the Treasurer's designated agent, to invest and reinvest said monies as authorized by law for the fiscal year beginning on the 1st day of July, 2021, and ending on the 30th day of June, 2022.

BE IT FURTHER RESOLVED by the Governing Board of Lake Havasu Unified School District No. 1 of Mohave County, Arizona, that subject to the consent of the Board of Supervisors of Mohave County, Arizona, the Mohave County Treasurer is authorized to purchase, hold and sell such lawful securities as follows:

1. Bonds or other evidences of indebtedness of the United States of America or any of its agencies or instrumentalities when such obligations are guaranteed as to principal and interest by the United States of America or by any agency or instrumentality thereof.
2. Bonds or other evidences of indebtedness of this State, or of any of the counties or incorporated cities, towns or duly organized school districts of this State.

3. Bonds, notes or evidences of indebtedness of any county, municipality, or municipal district utility within this State, which are payable from revenues or earnings specifically pledged for the payment of the principal and interest on such obligations, and for the payment of which a lawful debt service fund or reserve fund has been established and is being maintained, but only if no default in payment of principal or interest on the obligations to be purchased has occurred within five years of the date of investment therein, or, if such obligations were issued less than five years prior to the date of investment, no default in payment of principal or interest has occurred on the obligations to be purchased, nor on any other obligations of the issuer within five years of such investment.
4. Bonds, notes or evidences of indebtedness issued by any municipal improvement district in this State to finance local improvements authorized by law, if the principal and interest of such obligations are payable from assessments on real property within such local improvement district. No such investment shall be made if the face value of all such obligations and similar obligations outstanding, exceed fifty percent of the market value of the real property and improvements upon which such bonds or the assessments for the payment of principal and interest thereon are liens inferior only to the liens for general ad valorem property taxes. Such investment shall be made only if no default in payment of principal or interest on the obligations to be purchased has occurred within five years of the date of investment therein, or, if such obligations were issued less than five years prior to the date of investment, no default in payment of principal or interest has occurred on the obligations to be purchased, nor on any other obligation of the issuer within five years of such investment.
5. Interest bearing savings accounts or certificates of deposit insured in banks or savings and loan associations doing business in Arizona by the federal deposit insurance corporation, but only if they are secured by the depository to the same extent and in the same manner as required by the general depository law of the State. Security shall not be required for that portion of any deposit that is insured under any law of the United States.
6. Bonds, debentures or other obligations issued by the federal land banks, the federal intermediate credit banks or the banks for cooperatives.
7. Deposits placed in accordance with the procedures prescribed in Ariz. Rev. Stat. § 35-323.01.

Such requests for investments will be in writing by the Governing Board acting through Michael Murray, acting as agent for the District.

The Governing Board of Lake Havasu Unified School District No. 1 of Mohave County, Arizona.

June 15, 2021 ATTEST:

Board Member

President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403

RESOLUTION NO. 2021-22-09

WHEREAS, Lake Havasu Unified School District #1 Governing Board recognizes Article 9, Section 7 of the Arizona State Constitution that precludes gifts or donations of public funds to any individual, association, or corporation;

IT IS HEREBY RESOLVED THAT there are purchases that meet a public purpose and the public value is not far exceeded the amount being paid. Those approved items, specifically from contract beverage sales revenue (auxiliary fund), school allocated rental funds or donation funds, (excluding private grant donations) are:

- Retirement gifts, not to exceed \$50, unless specifically Board approved otherwise.
- Employee incentive rewards, not to exceed \$25 per person, per program length, unless specifically Board approved otherwise.
- Food purchases for meetings and/or board-authorized functions, not to exceed \$12.50 per person, per meal.
- Employee shirts, not to exceed \$25 per person (contract beverage sales revenue only.)
- Gift cards purchased for the above mentioned items, not to exceed the limits as noted above.

PASSED AND ADOPTED this 15th day of June, 2021.

President, Governing Board

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
RESOLUTION NO. 2021-22-10

A RESOLUTION OF THE GOVERNING BOARD OF THE LAKE HAVASU UNIFIED SCHOOL DISTRICT #1, AUTHORIZING AUTHORITY TO EXECUTE LEGAL AND OTHER DOCUMENTS ON BEHALF OF THE DISTRICT.

WHEREAS, the District has the need for authorized signatories on legal and other documents; and,

WHEREAS, the Governing Board will approve and/or ratify each item, either prior to the execution of the document, or at the next regularly-scheduled Board meeting, whichever is appropriate.

NOW, THEREFORE, IT IS RESOLVED that the Governing Board authorizes Dr. Rebecca Stone, Superintendent, and/or Michael Murray, Director of Business Services to sign warrants, contracts, agreements, vouchers, and other written documents, as specifically approved by the Board, on behalf of the Board, as may reasonably be necessary. If a circumstance should arise where neither Dr. Rebecca Stone nor Michael Murray are available to sign as necessary within a required timeframe, Lindsay Bitterman, Director of Human Resources; Aggie Wolter, Director of Student Services; and, Jaime Festa-Daigle, Director of Student Achievement, are then authorized and approved as signatories on the Districts behalf.

PASSED, APPROVED, AND ADOPTED this 15th day of June, 2021, by the Governing Board of Lake Havasu Unified School District #1.

Board Member

Board Member

Board Member

Board Member

Board Member

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RESOLUTION 2021-22-11 AND BORROWING REQUEST TO WELLS FARGO BANK

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve and sign a "borrowing request," to be sent to the Mohave County Treasurer, along with a resolution authorizing the request.

RATIONALE:

The Mohave County Treasurer has requested the Governing Board approve and sign a borrowing request to Wells Fargo Bank for a line of credit in the amount of \$1,000,000. The district does not anticipate the need to borrow funds from Wells Fargo, however this paperwork must be put in place in case it becomes necessary.

Also attached is a resolution of the Board authorizing the borrowing request.

This item has been reviewed by the district's legal counsel.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
Lake Havasu City, Arizona 86403-3798

RESOLUTION NO. 2021-22-11

BE IT RESOLVED BY Governing Board of Lake Havasu Unified School District No. 1:

WHEREAS the Governing Board of Lake Havasu Unified School District No. 1 has determined that a line of credit with Wells Fargo Bank for Fiscal Year 2021/22 is in the best interests of the District;

NOW THEREFORE it is resolved by the Governing Board of the Lake Havasu Unified School District No. 1 authorizing the establishment of a Line of Credit for Fiscal Year 2021/22 in the amount not to exceed One Million Dollars and 00/100 (\$1,000,000).

I certify that the above resolution was made and passed at the regular Board Meeting on June 15, 2021.

President

EXHIBIT A BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Lake Havasu Unified School District No. 1 (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Mohave County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Mohave County and the Bank, dated July 1, 2021 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of \$1,000,000 (not less than \$100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 3.25% Prime Rate.

Representations and Warranties. Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

- a. **Existence and Authorization.** Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.
- b. **No Approvals.** No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.
- c. **No Conflicts.** The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.
- d. **Execution and Delivery and Binding Nature of Loan Documents.** The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.
- e. **Accurate Information.** All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. **Litigation.** There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. **Purpose of Advances.** The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. **No Event of Default.** No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

The County Treasurer hereby represents and warrants to the Bank that (a) no Advance included in this Borrowing Request (i) will cause the outstanding principal balance of any Credit Line to exceed the applicable Commitment Amount, (ii) will cause the aggregate outstanding principal balance of all Credit Lines to exceed the Total Commitment, or (iii) will cause an Event of Default, and (b) the Borrower is in compliance with the Statute on the date of this Borrowing Request.

Survival of Representations. Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this 15th day of June, 2021. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Lake Havasu Unified School District No. 1

By: _____

Name: John Masden

Title: Governing Board President

MOHAVE COUNTY TREASURER,

As Agent for the Lake Havasu Unified School District No. 1

By: _____

Name: _____

Title: Mohave County Treasurer/Authorized Representative

Attachments:

☐ A copy of the resolution of the Board authorizing this Borrowing Request

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPOINTMENT OF EMPLOYEE BENEFIT TRUSTEES**SUBMITTED BY:** Michael Murray, Director of Business Services**DATE FOR BOARD CONSIDERATION:** June 15, 2021**RECOMMENDATION:**

It is recommended the Governing Board review applications and possibly take action to appoint applicants to the Employee Benefit Trust Board of Trustees, effective July 1, 2021.

RATIONALE:

A.R.S. 15-382C specifies: Trustees are appointed by the Governing Board and if an employee of the school district is acting as a trustee, the trust shall be administered by at least five joint trustees, of whom no more than one may be an employee of the school district.

Employee Benefit Trust Board of Trustee terms are three years, therefore the Trust membership would, if approved, be as follows:

Marcia Cox	Community Member	Expiration 6-30-2022
Vacant	Community Member	Expiration 6-30-2022
Stephanie Lueras	Community Member	Expiration 6-30-2023
Vacant	Employee/Community Member	Expiration 6-30-2024
Vacant	Community Member	Expiration 6-30-2024

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF USE OF FACILITIES AGREEMENT WITH HAVASU HEAT

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

It is recommended the Governing Board approve a use of facilities agreement between LHUSD#1 and the Havasu Heat, to expire no later than December 31, 2023.

RATIONALE:

This district was approached by the Havasu Heat to discuss options to utilize the high school baseball field and identified areas outlined in the agreement in anticipation of their return to the community. Through conversations with Havasu Heat ownership / management and district personnel, the district's legal counsel drafted an agreement for both parties to review and finalize.

Havasu Heat ownership / management have reviewed the agreement, have agreed to terms, and await Governing Board action.

The Business Department, LHHS Administration, and district legal counsel have reviewed this item.

Approved for Transmittal to Governing Board


Superintendent

Business Agreement
Between
Lake Havasu Unified School District #1
&
Havasus Heat Baseball, LLC

This AGREEMENT, Entered into this 15th day of June, 2021 By the Havasu Heat Baseball, LLC (herein known as the Havasu Heat) and the Lake Havasu Unified School District #1 (herein known as LHUSD#1).

WHEREAS, the LHUSD#1 and the Havasu Heat have successfully fulfilled 2 years under Agreements for baseball operations in Lake Havasu City, AZ, this Agreement will be effective through December 2023.

NOW THEREFORE, the parties do hereby agree as follows:

1. The LHUSD#1 agrees to the following conditions:

Field and Building Use – the LHUSD#1 will allow the use of the lower level Facilities outlined in Exhibit “A” to include: Baseball field, Batting Cages, baseball viewing areas, restrooms, and parking, as designated by the Parties, and within the confines outlined in Exhibit “A”.

- a. **Concessions** - The LHUSD#1 will have the option of sole operation of Facility Concessions and concession staffing and funding generated from concessions at all Scheduled HAVASU HEAT Events. If LHUSD#1 Declines the Sole Operation of Concessions at all Havasu Heat Events, the HAVASU HEAT will operate all concessions and will donate 20% of the total Profits back to LHUSD#1 Booster Club that is generated no later than one month after the conclusion of the scheduled season. A Conclusive Financial statement shall accompany any fee payment for record keeping purpose and shall remain on file with both parties. The Party operating the concession is responsible for providing all products to be sold at the concession during that particular event.
- b. **Parking** – The LHUSD#1 will allow full use of the parking area outlined in Exhibit “A” for all scheduled Havasu Heat Events. The Havasu Heat shall not charge for parking in the parking area.
- c. **Fees** – Field Use fees of \$170 per day of use will be charged to the Havasu Heat, this is to include reasonable Water, Sewer, Electricity, Trash and Field Lights. The Parties agree that at no time will the cost of expenses to the District exceed the fee charged to the Havasu Heat, and the Parties may re-negotiate the Fees subject to the expense to the District.
- d. **Scheduled Contest** – The LHUSD#1 will require a Yearly schedule from the HAVASU HEAT to be delivered to LHUSD#1 the third week of August for the following calendar year. This schedule will include scheduled contest dates, field use times and event names.

2. The HAVASU HEAT agrees to the following conditions:

- a. **Clean-up** – The HAVASU Heat agrees to the pickup and proper disposal of trash and at all facilities used by the Havasu HEAT at the end of each contest.
- b. **Field Preparation** – The Havasu Heat shall be responsible for all playing field preparations as required. Including bases, dugout equipment, safety equipment, and supplies.
- c. **Event Schedule** – The Havasu Heat will follow the agreed schedule submitted. December each year. The HAVASU HEAT will not schedule any activities during the LHUSD#1 Athletic schedule based on the AIA governing body (AIA Arizona Interscholastic Association) approved published schedule for each year. All Blackout dates will need to be identified by each party before submission of yearly activity schedule.
- d. **Concessions** – The LHUSD#1 will have the option of sole operation of Facility Concessions and concession staffing and funding generated from concessions at all Scheduled HAVASU HEAT Events. If LHUSD#1 declines the Sole Operation of Concessions at all Havasu Heat Events, the HAVASU HEAT will operate all concessions and will donate 20% of the of total Profits that are generated back to the LHUSD#1 Booster Club, no later than one month after the conclusion of the scheduled season. A Conclusive Financial statement shall accompany any fee payment for record-keeping purposes and shall remain on file with both parties. The Party operating the concession is responsible for providing all products to be sold at the concession during that particular event. The HAVASU HEAT may contract with a food truck to provide food and beverages during HAVASU HEAT scheduled events. Should the HAVASU HEAT choose to contract with a food truck, the HAVASU HEAT shall ensure that the food truck is compliant with all of the terms of this Agreement including the referenced District policies and Facility Use Manual.
- e. **Dugouts / Facilities Buildings** – The HAVASU HEAT is responsible for maintaining any furniture, Lockers, and Flooring having to do with the HAVASU HEAT operations and the normal routine cleaning of the dugouts and Facilities, such as picking up trash and wiping down surfaces.
- f. **Equipment** – The HAVASU HEAT agrees to clearly mark all equipment owned by the HAVASU HEAT and all equipment or other personal property will be clearly identified with “Havasus Heat.” LHUSD#1 shall not be held liable for any loss, damage, or injury to the HAVASU HEAT equipment. Any equipment or effects of the HAVASU HEAT remaining on the premises for more than five (5) days after the expiration of the Agreement shall be deemed abandoned and may be disposed of by the LHUSD#1, consistent with Arizona law.
- g. **Parking** – The HAVASU HEAT will ensure proper parking and emergency service access at all events. All parking areas will be left clean and free of trash and perimeter gates secured at the end of each scheduled event.
- h. **Gate** – The Havasu Heat will maintain and collect all Gate Fees for all events. Fees will be clearly identified and will align with gate fees currently established and in use for LHUSD#1 events.

- i. **The HAVASU HEAT** shall be responsible for the payment of any and all damages to the buildings, furnishings, fixtures, equipment etc. caused by its usage of the facilities. These items may include, but are not limited to, Press box equipment, Speakers, air conditioner, field equipment such as tarps, bases, and pitching rubbers, portable backstops, netting and other portable screens. LHUSD#1 must review and approve all repairs in writing in advance of the repairs, and all repairs must be completed to LHUSD#1's satisfaction. The HAVASU HEAT shall not make any changes or alterations to the facilities without prior written approval of the LHUSD#1.
- j. **The HAVASU HEAT** shall have written permission from any third party owners and approval from LHUSD#1 of any equipment used in conjunction with any baseball operations when said equipment is not owned by the HAVASU HEAT or LHUSD#1
- k. **Public Information / Press Release** – The HAVASU HEAT agrees to the use of the HAVASU HEAT name for Public Information and/or press releases with written approval from the HAVASU HEAT
- l. **Safety / Emergency Services** – The HAVASU HEAT will maintain required Safety protocols for all scheduled events including clear access for emergency services.
- m. **Security** – The HAVASU HEAT will be responsible to have security personnel clearly identified at all events and all activities, personnel, and fans will be kept to the defined area as outlined in 1a – Field and Building Use.
- n. **Tobacco/Drugs/Alcohol** – The HAVASU HEAT will enforce District policy with regard to tobacco, drugs and alcohol and shall maintain a zero tolerance policy at all scheduled events that will be enforced with all persons present at the facilities.
- o. **Operational Hours** – The HAVASU HEAT Agrees not to start any scheduled event prior to 7 am and to end all events prior to 12am.
- p. **Types of Athletic Operations** – The Havasu Heat will operate a Collegiate program consisting of JR. College / College level players and Pro Program, consisting of Professional Players.
- q. **Scholarship Program** – The Havasu Heat may establish a Scholarship fund that will be available for local students to apply for. These funds will be used to further applicants' education or athletic goals.
- r. **Term** - This Agreement is effective from the latest date signed below until December 31, 2023, when it will automatically expire. This Agreement will be reviewed twice annually. The first review shall occur thirty days following the end of the Havasu Heat season, and the second review shall occur when the Havasu Heat submit the calendar for the new season.
- s. **Termination** – Each party may terminate this Agreement by providing 90-day written notification to the other Party.
- t. **Observance of Laws** – This Agreement shall be governed by the laws of the State of Arizona, the courts of which shall have jurisdiction of the subject matter. Both Parties agree that venue is proper in Mohave County, Arizona. The HAVASU HEAT shall comply with all LHUSD#1 Policies and the requirements of the LHUSD#1 Facility Use Manual. The HAVASU HEAT shall also comply with all applicable State, Federal and Local laws and regulations. Any use of the facilities which is contrary to the public or to District policy, or that is not in the best interests of LHUSD#1, as determined in the sole discretion of

the LHUSD#1, shall be a violation of this Agreement and shall be grounds for immediate revocation of the Agreement.

- u. **Conflict of Interest** – The Parties understand that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the District, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the District is an employee or agent of the HAVASU HEAT, in any capacity, or a consultant thereto, with respect to the subject matter of this Agreement.
- v. **Assignments and Subletting** – The HAVASU HEAT shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the facilities.
- w. **Indemnification** – To the extent permitted by law, as a material part of the consideration to District, the HAVASU HEAT hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to the HAVASU HEAT'S use or occupancy of any portion of facility from any cause whatsoever, including when caused in whole or in part by the HAVASU HEAT, and the HAVASU HEAT hereby waives all claims in respect thereof against LHUSD#1. To the extent permitted by law, HAVASU HEAT shall indemnify, defend, and hold harmless LHUSD#1 and all of its employees, agents, and representatives from any and all claims, notice of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against, or incurred, by LHUSD#1 on account of loss of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by Lessee or its employees, agents, representatives, invitees, licensees, guests or subcontractors, or arising in whole or in part out of its and/or their use of facility, or arising in whole or in part out of workers' compensation claims or unemployment disability compensation claims of employees of Lessee or out of claims under similar such laws.
- x. **Insurance** - Pursuant to A.R.S. § 15-1105, the HAVASU HEAT agrees to procure, at its expense, and maintain during term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with the HAVASU HEAT's use of any portion of facility and/or facility's contents, which insurance shall name Lake Havasu Unified School District # 1, its Governing Board, employees and agents as an additional insured. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and the HAVASU HEAT shall provide District with a certificate evidencing such insurance coverage is in effect.

Lake Havasu Unified School District #1 / Representative

Date



5-20-2021

Havasut Heat / Rick Twyman Owner

Date

Exhibit "A"

LHUSD High School Lower Fields

"Baseball/Softball Complex"



LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF VOUCHERS, STUDENT ACTIVITY FUNDS, AND
AUXILIARY FUNDS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION:

Approval of Vouchers – Vouchers for April 2021 / \$5,681,847.98
May 2021 / \$4,355,905.76

Student Activity Funds for K-12 for April 2021 / \$271,367.62

Auxiliary Funds for April 2021:

Smoketree	\$ 17,438.17
Thunderbolt	\$ 116,741.29
Havasupai	\$ 14,102.20
Starline	\$ 24,030.01
Nautilus	\$ 15,931.64
Oro Grande	\$ 479.77
Jamaica	\$ 24,773.67
High School	\$ 548,713.86
District Office	\$ 5,788.29

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for April 2021 will be emailed to the Board prior to meeting.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 - VOUCHER SUMMARY

FISCAL YEAR 2020-2021

Submitted By: Michael Murray, Director of Business Services

Payroll Vouchers: 7283 --7288

Ledger Vouchers: V2439-40, V2442, V2447-48, V2453-54, V2456

DATE ASSIGNED FOR BOARD CONSIDERATION: APRIL (APRIL 1 THROUGH APRIL 30)

RECOMMENDATION: THE VOUCHERS IN THE AMOUNT OF **\$3,101,066.04** PAYROLL AND **\$2,580,781.94**
MATERIAL SERVICES SIGNED BY THE GOVERNING BOARD

FUND	FUND DESCRIPTION	April	March	CY Totals	PY Totals
All	Payroll	\$3,101,066.04	\$2,932,469.00	\$25,887,841.96	\$28,324,648.68
001	Maintenance and Operation Fund	\$362,577.56	\$382,521.71	\$4,682,268.60	\$3,573,133.11
020	Instructional Improvement Fund	\$0.00	\$2,028.00	\$2,028.00	\$45,813.77
100	Title I ESEA	\$15,580.70	\$12,792.68	\$302,611.16	\$12,961.41
140	Title II ESEA Eisenhower	\$0.00	\$0.00	\$340.88	\$40,750.85
161	Title IV-A Student Support	\$0.00	\$0.00	\$0.00	\$6,051.87
190	Title III ESEA	\$0.00	\$0.00	\$573.12	\$3,500.00
220	IDEA VI-B	\$14,110.16	\$6,103.20	\$76,525.49	\$5,441.61
221	IDEA Part B	\$0.00	\$0.00	\$2,129.42	\$25,353.83
260	Voc Ed Basic Grants	\$1,030.48	\$260.50	\$10,498.69	\$7,106.81
290	Medicaid Reimbursement	\$128.00	\$0.00	\$668.25	\$27,985.96
291	Medicaid Fee For Service	\$5,580.88	\$5,970.60	\$81,575.08	\$15,312.21
326	Elementary & Secondary School Emergency Relief	\$0.00	\$481.51	\$115,910.13	\$0.00
349	National Forest Trees	\$0.00	\$0.00	\$0.00	\$89,330.40
374	E-RATE	\$24,435.13	\$458.78	\$78,225.60	\$23,317.00
400	Voc Ed Block Grant	\$6,389.66	\$3,003.60	\$32,508.26	\$162,889.25
450	Gifted	\$0.00	\$0.00	\$0.00	\$44,454.54
456	College Credit Exam	\$0.00	\$0.00	\$808.92	\$0.00
457	Results Based Funding	\$23,831.40	\$0.00	\$0.00	\$59,458.69
465	Pre-K Grant	\$1,162.62	\$576.60	\$8,023.61	\$7,427.71
468	Master Teacher Grant	\$0.00	\$906.64	\$4,475.83	\$2,046.48
482	Rural Assistance	\$0.00	\$0.00	\$1,575.00	\$0.00
485	School Safety Program	\$0.00	\$0.00	\$0.00	\$1,355.34
500	School Plant (Lease Over 1 yr)	\$0.00	\$0.00	\$0.00	\$0.00
504	School Plant (Lease <= 1 yr)	\$0.00	\$0.00	\$1,767.48	\$0.00
510	Food Service	\$120,642.98	\$101,740.49	\$832,163.64	\$1,691,125.18
515	Civic Center	\$0.00	\$0.00	\$146.00	\$0.00
520	Community Schools	\$0.00	\$0.00	\$0.00	\$6,014.48
525	Auxiliary Operations	\$0.00	\$0.00	\$0.00	\$4,437.09
526	Extracurricular Activities Fees/Tax Credit	\$13,103.65	\$2,415.00	\$54,384.36	\$239,016.55
530	Gifts & Donations	\$2,367.97	\$1,721.23	\$73,821.21	\$107,865.21
540	Fingerprint	\$0.00	\$160.00	\$4,325.31	\$2,558.00
550	Insurance Proceeds	\$0.00	\$0.00	\$11,324.54	\$10,668.99
555	Textbooks	\$0.00	\$0.00	\$0.00	\$0.00
570	Indirect Costs	\$0.00	\$0.00	\$0.00	\$20,306.99
596	Joint Technological Education	\$4,027.76	\$20,771.21	\$110,961.19	\$351,669.01
597	AZ Industry Credential Incentive	\$0.00	\$3,246.04	\$24,774.81	\$0.00
610	Unrestricted Capital Outlay	\$211,850.82	\$117,894.22	\$677,111.80	\$2,135,421.03
620	Adjacent Ways	\$0.00	\$0.00	\$190,195.86	\$9,434.00
630	Bond Building	\$1,704,027.67	\$660,878.17	\$13,473,466.89	\$3,073,018.31
665	Energy & Water Savings	\$0.00	\$0.00	\$18,424.30	\$0.00
691	Building Renewal Grant	\$0.00	\$0.00	\$145,269.49	\$669,041.07
700	Debt Service	\$0.00	\$0.00	\$1,850.00	\$0.00
850	Student Activities	\$0.00	\$0.00	\$3,607.61	\$0.00
955	Intergovernmental Agreements	\$69,934.50	\$0.00	\$159,343.50	\$167,336.50
	Totals	\$5,681,847.98	\$4,256,399.18	\$47,071,525.99	\$40,966,251.93

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 - VOUCHER SUMMARY

FISCAL YEAR 2020-2021

Submitted By: Michael Murray, Director of Business Services

Payroll Vouchers: 7289 –7292

Ledger Vouchers: V2460-61, V2465-66, V2467, V2469-70, V2476-77

DATE ASSIGNED FOR BOARD CONSIDERATION: MAY (MAY 1 THROUGH MAY 31)

RECOMMENDATION: THE VOUCHERS IN THE AMOUNT OF **\$2,546,371.83** PAYROLL AND **\$1,809,533.93**
MATERIAL SERVICES SIGNED BY THE GOVERNING BOARD

FUND	FUND DESCRIPTION	May	April	CY Totals	PY Totals
All	Payroll	\$2,546,371.83	\$3,101,066.04	\$28,434,213.79	\$28,324,648.68
001	Maintenance and Operation Fund	\$382,829.87	\$362,577.56	\$5,065,098.47	\$3,573,133.11
020	Instructional Improvement Fund	\$0.00	\$0.00	\$2,028.00	\$45,813.77
100	Title I ESEA	\$76,042.11	\$15,580.70	\$378,653.27	\$12,961.41
140	Title II ESEA Eisenhower	\$0.00	\$0.00	\$340.88	\$40,750.85
161	Title IV-A Student Support	\$0.00	\$0.00	\$0.00	\$6,051.87
190	Title III ESEA	\$0.00	\$0.00	\$573.12	\$3,500.00
220	IDEA VI-B	\$14,775.17	\$14,110.16	\$91,300.66	\$5,441.61
221	IDEA Part B	\$765.83	\$0.00	\$2,895.25	\$25,353.83
260	Voc Ed Basic Grants	\$2,994.67	\$1,030.48	\$13,493.36	\$7,106.81
290	Medicaid Reimbursement	\$0.00	\$128.00	\$668.25	\$27,985.96
291	Medicaid Fee For Service	\$6,153.22	\$5,580.88	\$87,728.30	\$15,312.21
326	Elementary & Secondary School Emergency Relief (ESSER)	\$1,611.00	\$0.00	\$117,521.13	\$0.00
336	ESSER II	\$13,442.58	\$0.00	\$13,442.58	\$0.00
374	E-RATE	\$1,781.05	\$24,435.13	\$80,006.65	\$23,317.00
400	Voc Ed Block Grant	\$10,781.31	\$6,389.66	\$43,289.57	\$162,889.25
450	Gifted	\$0.00	\$0.00	\$0.00	\$44,454.54
456	College Credit Exam	\$0.00	\$0.00	\$808.92	\$0.00
457	Results Based Funding	\$0.00	\$23,831.40	\$0.00	\$59,458.69
465	Pre-K Grant	\$265.92	\$1,162.62	\$8,289.53	\$7,427.71
468	Master Teacher Grant	\$0.00	\$0.00	\$4,475.83	\$2,046.48
482	Rural Assistance	\$0.00	\$0.00	\$1,575.00	\$0.00
485	School Safety Program	\$0.00	\$0.00	\$0.00	\$1,355.34
500	School Plant (Lease Over 1 yr)	\$0.00	\$0.00	\$0.00	\$0.00
504	School Plant (Lease <= 1 yr)	\$0.00	\$0.00	\$1,767.48	\$0.00
510	Food Service	\$1,716.26	\$120,642.98	\$833,879.90	\$1,691,125.18
515	Civic Center	\$0.00	\$0.00	\$146.00	\$0.00
520	Community Schools	\$0.00	\$0.00	\$0.00	\$6,014.48
525	Auxiliary Operations	\$0.00	\$0.00	\$0.00	\$4,437.09
526	Extracurricular Activities Fees/Tax Credit	\$24,497.11	\$13,103.65	\$78,881.47	\$239,016.55
530	Gifts & Donations	\$16,080.53	\$2,367.97	\$89,901.74	\$107,865.21
540	Fingerprint	\$0.00	\$0.00	\$4,325.31	\$2,558.00
550	Insurance Proceeds	\$0.00	\$0.00	\$11,324.54	\$10,668.99
555	Textbooks	\$0.00	\$0.00	\$0.00	\$0.00
570	Indirect Costs	\$0.00	\$0.00	\$0.00	\$20,306.99
596	Joint Technological Education	\$50,165.11	\$4,027.76	\$161,126.30	\$351,669.01
597	AZ Industry Credential Incentive	\$0.00	\$0.00	\$24,774.81	\$0.00
610	Unrestricted Capital Outlay	\$794,387.60	\$211,850.82	\$1,471,499.40	\$2,135,421.03
620	Adjacent Ways	\$51,318.40	\$0.00	\$241,514.26	\$9,434.00
630	Bond Building	\$355,327.29	\$1,704,027.67	\$13,828,794.18	\$3,073,018.31
665	Energy & Water Savings	\$0.00	\$0.00	\$18,424.30	\$0.00
691	Building Renewal Grant	\$4,598.90	\$0.00	\$149,868.39	\$669,041.07
700	Debt Service	\$0.00	\$0.00	\$1,850.00	\$0.00
850	Student Activities	\$0.00	\$0.00	\$3,607.61	\$0.00
955	Intergovernmental Agreements	\$0.00	\$69,934.50	\$159,343.50	\$167,336.50
Totals		\$4,355,905.76	\$5,681,847.98	\$51,427,431.75	\$40,876,921.53

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

INFORMATIONAL ITEMS

TOPIC: INFORMATIONAL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: June 15, 2021

INFORMATIONAL REPORTS:

- * Superintendent
- * Directors
- * Governing Board Members

Approved for Transmittal to Governing Board


Superintendent