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

# GOVERNING BOARD MEETING

### Tuesday, February 16, 2021

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

Until further notice we will be enforcing the Governor's limit of 50 people for in-person gatherings. In order to comply with executive orders, entrance to the building will not be permitted once the number of attendees reaches fifty (50). If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at <a href="https://www.lhusd.org/boardvideos">www.lhusd.org/boardvideos</a>.

### REGULAR MEETING SESSION

6:00 p.m. at the Lake Havasu High School Performing Arts Center 2675 Palo Verde Blvd. S Lake Havasu City, AZ

### **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



# **NEWS RELEASE**

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

For Immediate Release: February 12, 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. Until further notice we will be enforcing the Governor's limit of 50 people for in-person gatherings. In order to comply with executive orders, entrance to the building will not be permitted once the number of attendees reaches fifty (50). If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at <a href="https://www.lhusd.org/boardvideos">www.lhusd.org/boardvideos</a>.

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, February 16, 2021, at 6:00 p.m. at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S, 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 12th day of February 2021

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

Dr. Bebecca 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.

### **NOTICE OF PUBLIC MEETING**

### February 16, 2021

# Lake Havasu High School Performing Arts Center 2675 Palo Verde Blvd. S, Lake Havasu City, AZ

Until further notice we will be enforcing the Governor's limit of 50 people for in-person gatherings. In order to comply with executive orders, entrance to the building will not be permitted once the number of attendees reaches fifty (50). If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at <a href="https://www.lhusd.org/boardvideos.">www.lhusd.org/boardvideos</a>.

### AGENDA

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. Recognition of Visitors

President

- Lake Havasu City Education Association (LHCEA)
- 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 January 19, 2021 Organizational Session of January 5, 2021 Special Session of January 12, 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 \$55,385.25 and to Student Activities Organizations in the amount of \$0.

  A detailed list of donations can be viewed as background material by contacting the District.
- 4.1.5 Approval of Travel none

Stone

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 Intergovernmental Agreement between Lake Havasu Unified School Becker/Murray District #1 and Mohave County Community College District for Spring Educational Programs
- 6.2 First Presentation/Review of Revisions to Policies GCD and GCD-R Professional Festa-Daigle Staff Vacations and Holidays, GCQEA Retirement of Professional / Support Staff Members, GDD-R Support Staff Vacations and Holidays, and GDQB Resignation of Support Staff Members
   6.3 Approval of Purchase of Contracted Occupational Therapy through Comphealth
- 6.3 Approval of Purchase of Contracted Occupational Therapy through Comphealth

  Medical Staffing
- 6.4 Approval of Renewal of Microsoft Licensing

Festa-Daigle

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

Murray

### 7. Informational

- \* Superintendent
- \* Directors
- \* Governing Board Members
- \* Advisory Committees

### 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, March 9, 2021 6:00 p.m. Lake Havasu High School Performing Arts Center 2675 Palo Verde Blvd. S, Lake Havasu City, AZ

Lake Havasu Unified School District will engage each student with a focus on scholarship, character, and humanity - so that all students may graduate with the academic and social skills necessary to become responsible citizens and contributing members of society.

### CONSENT CALENDAR

**TOPIC:** APPROVAL OF MINUTES

SUBMITTED BY:

Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

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

Regular Session of January 19, 2021 Organizational Session of January 5, 2021 Special Session of January 12, 2021



2200 Havasupai Blvd., Lake Havasu City, AZ 86403

**UNAPPROVED** 

### **Governing Board Minutes**

January 19, 2021

Until further notice we will be enforcing the Governor's limit of 50 people for in-person gatherings. In order to comply with executive orders, entrance to the building will not be permitted once the number of attendees reaches fifty (50). If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at <a href="https://www.lhusd.org/boardvideos">www.lhusd.org/boardvideos</a>.

### **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 January 19, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

**BOARD MEMBERS PRESENT:** 

John Masden, President

Dr. Eric Aurand, Vice President

Archana Aliyar, Member Lisa Roman, Member Kyle Neidermann, Member

BOARD MEMBERS ABSENT:

**ADMINISTRATION PRESENT:** 

Dr. Rebecca Stone, Superintendent

Michael Murray, Director of Business Services Aggie Wolter, Director of Special Services

Jaime Festa-Daigle, Director of Personnel/Technology

Terry Fleming, Secretary

Others: 4

1.3 Pledge of Allegiance

1.4 Call for an Executive Session - none.

- 2. Call to the Public none.
- 3. Recognition of Visitors
  - Mr. Masden welcomed and introduced new Governing Board Members Kyle Neidermann and Dr. Eric Aurand, and introduced new Governing Board Officers Dr. Eric Aurand –Vice President, and himself John Madsen –President.
  - Lake Havasu City Education Association (LHCEA) Carol Nowakowski introduced herself to the new Board members and explained that she will be sharing any education bills that are in Arizona Legislation.
- 4. Consent Agenda
- 4.1 Approval of Consent Agenda
  - 4.1.1 Approval of Minutes:

Regular Session of December 15, 2020

- 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 \$28,255.73 and to Student Activities Organizations in the amount of \$1,700.00.

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

January 19, 2021 1

4.1.5 Approval of Travel - none

4.1.6 Approval to Repair Solar Structure at Lake Havasu High School Due to Accidental Damage – Insurance Claim Filed

Stone Murray

Mr. Aurand moved, seconded by Mrs. Roman to approve the Consent Calendar as presented. ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

#### Old Business

### 5.1 Second Presentation/Review of Revised Policies

Dr. Stone recommended that the Board approve the second presentation of the revised policies listed below, per Arizona School Boards Association (ASBA) Policy Services Advisory for July 2020.

		Page
Policy Advisory No. 673 IHA Basic Instructional Program	Gardner	1
Policy Advisory No. 675 KB Parent Involvement in Education	Gardner	3

IHA -A.R.S. 1-319 specifies that September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day, which is not a legal holiday. If Sandra Day O'Connor Civics Celebration Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday. A.R.S. 15-710.01 adds that on Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

KB -Senate Bill 1061 has added section 15-249 to the statutes, which states access to the AZ DOE statutory handbook of parental rights be prominently posted on a publicly accessible portion of the district website.

Request for changes to these policies were made by the Board at the September 15, 2020, regular board meeting. Language changes are noted with highlighting. First reading was on August 18, 2020, and item was postponed October 20, 2020.

Mr. Masden moved, seconded by Mrs. Roman to approve 5.1 as presented. ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

### 6. New Business

6.1 Selection of Two Governing Board Members to be on the 2021-2022 Budget Committee

Board discussed and select two (2) Governing Board Members to be on the 2021-2022 Budget Committee. Four Board members volunteered: Mr. Masden, Mrs. Roman, Mr. Neidermann and Dr. Aurand. Mrs. Roman and Mr. Masden removed themselves so that Mr. Neidermann and Dr. Aurand would be on the committee.

The 2021 Budget committee meeting dates will be February 24, March 3, March 10, and March 24 (if needed) at the High School Library at 3:00 p.m.

Mr. Masden moved, seconded by Mrs. Roman to approve Mr. Neidermann and Dr. Aurand as members of the Budget Committee.

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

6.2 Approval of New Courses at Lake Havasu High School for the 2021-2022 School Year

Dr. Stone recommended that the Governing Board approve the attached list of new courses for the 2021-2022 school year at Lake Havasu High School.

The following courses will be added based on the rationale provided in the attached new course submission form:

CTE Anatomy & Physiology Intro to Sports Medicine (H) 1-2

CTE Anatomy & Physiology Intro to Sports Medicine

Senior English Language and Literature—Shakespeare 1-2

Senior English Language and Literature—World Mythology 1-2

The courses listed below will continue with the same course description with only the name of the course changing. This change is necessary to align with the state required CTE programming.

January 19, 2021 2

New CTE Courses	New CTE Courses
CTE ANATOMY & PHYSILOLGY INTRO TO	CTE ANATOMY & PHYSILOLGY INTRO TO
SPORTS MEDICINE (H) 1-2	SPORTS MEDICINE
SENIOR ENGLISH LANGUAGE AND	SENIOR ENGLISH LANGUAGE AND
LITERATURE-SHAKESPEARE 1-2	LITERATURE-WORLD MYTHOLOGY 1-2
Current CTE Name	New CTE Name
CTE INTRO STU/GRPH/WEB DES 1-2	CTE INTRO GRAPHIC DESIGN 1-2
CTE INTERMED STU/GRPH/WEB DES 1-2	CTE INTERMEDIATE GRAPHIC DESIGN 1-
	2
CTE ADV STUDIO/GRPH/WEB DES 1-2	CTE ADVANCED GRAPHIC DESIGN 1-2

Mr. Masden moved, seconded by Mrs. Roman, to approve item 6.2 as presented.

Several Board members shared their approval of the new courses.

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

6.3 Approval to Increase Not-To-Exceed Amount for Previously Approved Project Management Services for Bond/Capital Improvement Projects

Mr. Murray recommended the Governing Board approve an increase to previously approved project management services with The H2 Group for an amount that is not to exceed \$190,000.

On February 18, 2020, the Governing Board approved project management services with The H2 Group, for an amount that was not to exceed \$160,000. Due to an increase in the construction timeline for building, remodeling, and renovating district facilities, it is necessary to increase the project management services timeline to mirror construction schedules. District projects have been moving along quite well, however there have been occasional delays or slowing of projects due to labor issues, scheduling of sub-contractors, and delays in the availability of certain materials/products.

Project completion is scheduled for the end of March. Mohave Cooperative Contract #18E-H2G-0817. This item has been reviewed by purchasing.

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

Mr. Murray explained that the increase in cost was due to the COVID related expenses and delays related to the COVID pandemic.

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

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

Mr. Murray recommended the approval of:

Approval of Vouchers - Vouchers for December 2020 / \$5,242,870.48

Student Activity Funds for K-12 for November 2020 / \$271,565.35

Auxiliary Funds for November 2020:

Smoketree \$ 17.376.07 Thunderbolt \$ 135,507,82 Havasupai \$ 12,429.58 Starline \$ 23,304.33 \$ 15,807.41 Nautilus \$ (3,032.16) Oro Grande Jamaica \$ 25,900.07 High School \$ 496,472.06 District Office 4.861.90

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for November 2020 were emailed to the Board prior to meeting.

Mr. Masden moved, seconded by Mrs. Roman, to approve item 6.4 as presented.

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

- Informational
  - \* Superintendent
    - Dr. Stone thanked the teachers, principals, and staff for getting students everything they need. The

January 19, 2021

District continues to work daily with the Mohave County Health Department.

- 8. Call to the Public none.
- 9. Communications
  - The next regular board meeting will be Tuesday, February 16, 2021.
- 10. Adjournment

Mr. Aurand moved, seconded by Mrs. Roman to adjourn at 6:30 p.m.
ROLL CALL VOTE: Aliyar: YES, 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 January 19, 2021, are approved as submitted.

John Masden, Board President

Eric Aurand, Board Vice President

January 19, 2021 4

### LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1 2200 Havasupai Blvd.

Lake Havasu City. AZ 86403

**UNAPPROVED** 

1

### **Governing Board Minutes**

January 5, 2021

### ORGANIZATIONAL SESSION:

Routine Opening of Meeting - 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 President, Lisa Roman, in the District Office Boardroom, 2200 Havasupai Blyd... Lake Havasu City, Arizona at 4:00 p.m., on January 5, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 ROLL CALL

**BOARD MEMBERS PRESENT:** Lisa Roman, President

> John Masden, Member Archana Aliyar, Member Kyle Neidermann, Member Dr. Eric Aurand, Member

Terry Fleming, Secretary

**BOARD MEMBERS ABSENT:** 

ADMINISTRATION PRESENT: Dr. Rebecca Stone, Superintendent

> Michael Murray, Director of Business Services Aggie Wolter, Director of Special Services

Jaime Festa-Daigle, Director of Personnel/Technology

Others: 9

1.3 Pledge of Allegiance

- 2. Review and Accept Agenda for this Session No action taken -no quorum.
- 3. Action Items
  - 3.1 Swearing in of New Governing Board Members

Mrs. Roman swore in the new Governing Board members with the Oath of Office: Kyle Neidermann, John Masden and Eric Aurand. Their office expires December 31, 2024. Mr. Masden introduced his mother. Mr. Neidermann introduced his parents, and sister and brother-in-law. Mrs. Roman thanked the new Board members for wanting to serve the District.

3.2 Election of Governing Board President and Vice President

Mrs. Roman opened the floor for Board members to say if they were interested in becoming the Board President. She let new Board members know that they could serve as an officer. Mr. Masden and Mrs. Roman stated they would be willing to be President. Mrs. Roman ask for nominations for Governing Board President.

Mrs. Aliyar nominated Mrs. Roman for Governing Board President. The motion died for lack of a second.

Mr. Neidermann nominated Dr. Aurand. Mrs. Roman seconded the nomination. Dr. Aurand stated that as a new board member he preferred not to be President and declined the nomination.

Mrs. Aliyar nominated Mrs. Roman for Governing Board President. The motion died for lack of a second.

Mr. Neidermann nominated Mr. Masden. Dr. Aurand seconded the nomination. No other nominations were made.

ROLL CALL VOTE for Mr. Masden as Governing Board President; Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES. Mrs. Roman swore Mr. Masden in as the 2021 Governing Board President.

January 5, 2021

Mr. Masden opened the floor for nominations for Governing Board Vice President. Mrs. Roman nominated Dr. Aurand for Governing Board Vice President, Mr. Masden seconded the nomination. No other nominations were made.

ROLL CALL VOTE for Dr. Aurand as Governing Board Vice President; Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES. Mr. Masden swore Dr. Aurand in as the 2021 Governing Board Vice President

- 3.3 Pass the Gavel to new President -done.
- 3.4 Board President Mr. Masden officially declared the Governing Board Seated and Organized for the 2021 year.
- 3.5 Approval of Designated Day of Each Month for Regular Governing Board Meetings Mr. Masden recommended that the Board approve the third (3rd) Tuesday of each calendar month be designated as the regular Board meeting date as per Lake Havasu Unified School District #1 Policy BE - School Board Meetings. Only exceptions will be Board adopted date changes due to Fall or Spring Break and State mandated deadlines. To comply with ARS 38-431.02.A2, a Disclosure Statement will be mailed to the Mohave County Board of Supervisors, and a Notice of Public Meeting section will be maintained on our District website.

Dr. Aurand moved, seconded by Mr. Masden, that the Board approve the item as submitted. ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

### 3.6 Approval of Student Discipline Hearing Officers for 2021

Dr. Stone recommended that the Governing Board approve Mrs. Becky Goldberg as Hearing Officer for 2021 funded from Medicaid. District Directors, or Dr. Stone, will preside if Mrs. Goldberg is unavailable. It is further recommended that the Governing Board, per district policy, continue to meet in Executive Session to hear all Expulsion hearings referred or requested by Administration. A Special Services representative will continue to attend any discipline hearing for a Special Education student.

Per Board Policy JKE the board can appoint a hearing officer to oversee discipline suspension hearings. Due to the number of discipline hearings, a hearing officer is needed. Position will be reviewed annually.

Per Job Description for Hearing Officer approved December 12, 2006; II. B. A Hearing Officer will be approved by the Governing Board at the first regular meeting in January of each year.

Mr. Masden moved, seconded by Mrs. Roman, that the Board approve the item as submitted. ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

### 4. Adjournment

Next board meeting will be January 19, 2021 at 6:00 p.m. at the High School.

Following a motion by Mrs. Roman, seconded by Mr. Neidermann, the meeting was adjourned at 4:22

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: 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 Organizational Governing Board meeting of January 5, 2021, are approved as submitted. John Masden, Board President Eric Aurand, Board Vice President

January 5, 2021 2

2200 Havasupai Blvd. Lake Havasu City, AZ 86403

UNAPPROVED

### **Special Governing Board Minutes**

January 12, 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 President, John Masden, in the District Office Boardroom, 2200 Havasupai Blvd., Lake Havasu City, Arizona at 4:00 p.m., on January 12, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 ROLL CALL

**BOARD MEMBERS PRESENT:** 

John Masden, President

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

Archana Aliyar, Member

**BOARD MEMBERS ABSENT:** 

**ADMINISTRATION PRESENT:** 

Dr. Rebecca Stone, Superintendent

Aggie Wolter, Director of Special Services

Jaime Festa-Daigle, Director of Personnel/Tech

Others: 1

Terry Fleming, Secretary

1.3 Pledge of Allegiance

2. Review and Accept Agenda for this Session

Mrs. Roman moved, seconded by Mr. Aurand to approve the agenda as presented. ROLL CALL VOTE: Neiderman: YES, Aliyar: YES, Aurand: YES, Roman: YES, Masden: YES

3. Action Items

### 3.1 Approval of Core Knowledge Curriculum Materials

Dr. Stone recommended the Governing Board approve the purchase of Core Knowledge materials to support the recent expansion of this curriculum for all Lake Havasu Unified School District elementary schools. The initial purchase amount for ELA, History, & Science in five elementary schools is not to exceed \$726,000.00 from capital and/or other approved funds. This amount includes tax and shipping.

LHUSD is committed to engaging all students with a focus on Scholarship, Character, and Humanity. A guaranteed and viable curriculum is essential for all students. The Governing Board approved the expansion of the Core Knowledge Curriculum for all LHUSD elementary schools on December 18, 2020. These materials will be purchased through the Core Knowledge Foundation and Amplify to support the work of our teachers and the necessary training for implementation over the course of the second semester.

The amount not to exceed encompasses all teacher and student materials for ELA, History, & Science in five elementary schools, which is approximately \$145,000 per school. Backup materials were sent electronically to the Board prior to the meeting. This item has been approved by the business department.

Mr. Aurand moved, seconded by Mrs. Roman to approve item 3.1 as presented.
Mr. Aurand, Mrs. Roman and Mr. Masden shared their support of this program.
ROLL CALL VOTE: Neiderman: YES, Aliyar: YES, Aurand: YES, Roman: YES, Masden: YES

4. Announcements – next regular Governing Board meeting is January 19, 2021, at the High School PAC at 6:00 p.m.

# 5. Adjournment Mrs. Roman moved, seconded by Mr. Neidermann to adjourn the Special Meeting at 4:15 p.m. ROLL CALL VOTE: Neiderman: YES, Aliyar: YES, Aurand: YES, Roman: 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 Special Governing Board meeting of January 12, 2021, are approved as submitted.

Eric Aurand, Vice President

John Masden, President

### **CONSENT CALENDAR**

TOPIC:

APPROVAL OR MODIFICATION OF AGENDA

**SUBMITTED BY:** 

Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

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



### **CONSENT CALENDAR**

TOPIC:

APPROVAL OF PERSONNEL REPORT

**SUBMITTED BY:** 

Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

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



### PERSONNEL REPORT

**DATE: February 16, 2021** 

### CERTIFIED PERSONNEL: ACTION ITEM (S):

**EMPLOYMENT:** 

Mulligan, Mari Jo Interim Assistant Principal for Online PLP/ Educational Services Mari Jo joined the Online PLP effective 01/20/2021. \$17,849,75

**SEPARATIONS:** 

Bishop, Rachel English Teacher/ LHHS Rachel has given notice that she is resigning and her last day will be 05/21/2021.

Cibik, Melissa Melissa has resigned and her last day was 02/04/2021.

Clark, Mary Special Education Teacher/ Havasupai Mary has given notice of her intent to retire. Her last day will be 05/21/2021.

5th Grade Teacher/ Oro Grande

Hagen, Roseann

1st Grade Teacher/ Smoketree
Roseann has given notice of her intent to retire. Her last day will be 05/21/2021.

Miers, Patricia Special Education Teacher/ Smoketree Patricia has given notice that she is resigning and her last day will be 05/21/2021.

Morelli, Kristina 6th Grade Teacher/ Jamaica Kristina has given notice of her intent to retire. Her last day will be 05/21/2021.

Nelson, Agnes Kindergarten Teacher/ Havasupai Agnes has given notice of her intent to retire. Her last day will be 05/21/2021.

Sepulveda, Catherine 4th Grade Teacher/ Starline Catherine has given notice of her intent to retire. Her last day will be 05/21/2021.

### **LONG TERM LEAVE:**

Blythe, Nancy 4th/5th Grade Gifted Teacher/ Starline Nancy has requested an adjustment to the ending of her long-term leave of absence to 3/01/2021.

### **EXCEPTION TO POLICY:**

Cibik, Melissa 5th Grade Teacher/ Oro Grande Melissa has requested an exception to policy. Administration approves this request.

### OTHER:

Marble, Jacqueline Special Education Teacher/ Havasupai Jacqueline joined LHUSD on 02/01/2021 and transferred to Havasupai. \$14,170.22

### SUPPORT PERSONNEL: ACTION ITEM(S)

### **EMPLOYMENT:**

Belcastro, Kayla

90 day probation period complete.

Bus Driver/ Transportation
\$15,25

Chapin, Alyson 90 day probation period complete.

Personal Care Assistant/ Starline \$14.25

Dixon, Delano 90 day probation period complete.

Duty Aide/ Thunderbolt \$12.15

French, Heather 90 day probation period complete.

Duty Aide/ Starline \$12.15

George, Nicole 90 day probation period complete. Personal Care Assistant/ Smoketree \$12.75

Goldbach, Jorian 90 day probation period complete. Office Assistant/ LHHS \$13.75

Hernandez, Yvette 90 day probation period complete.

Nurse/ Smoketree \$23.10

Jaramillo, Mandy 90 day probation period complete.

Paraprofessional Special Education/ Jamaica

Lucas, Candice 90 day probation period complete. Paraprofessional Title 1/ Havasupai \$12.15

### **SEPARATIONS:**

Caudle, Sheila Sheila has resigned and her last day was 02/05/2021.

Paraprofessional/ Jamaica

**Bus Monitor/ Transportation** 

DeNunno, Celina Celina resigned and her last day was 01/04/2021.

LONG TERM LEAVE:

Bourlier, Cassidy Paraprofessional/ LHHS Cassidy requested an intermittent long-term leave of absence effective 01/25/2021 to 05/17/2021.

Dixon, Tracy
Tracy requested a long-term leave of absence effective 12/10/2020.

Office Assistant/ Starline

### **EXCEPTION TO POLICY: None**

### OTHER:

Bramlett, Rebecca Computer Lab Manager/ Jamaica Rebecca transferred from Paraprofessional to Computer Lab Manager at Jamaica effective 02/08/2021.

Hubert, Ashley Paraprofessional Title 1/ Oro Grande Ashley transferred from Duty Aide to Paraprofessional at Oro Grande effective 01/25/2021.

Jaramillo, Mandy Paraprofessional Special Education/ Jamaica Mandy transferred from Duty Aide to Paraprofessional at Oro Grande effective 01/11/2021.

Sharpnack, Michelle Paraprofessional/ Jamaica Michelle transferred from Computer Lab Manager to Paraprofessional at Jamaica effective 02/08/2021.

STIPENDS: Attached is a list of stipends submitted for approval for January 23, 2021 - February 19, 2021.

### CONSENT CALENDAR

TOPIC:

**GIFTS AND DONATIONS** 

SUBMITTED BY:

Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

It is recommended the Governing Board accept gifts to the Lake Havasu Unified School District in the amount of \$55,385.25. A listing of the individual gifts is on the attached sheet.

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.



GIFTS TO SCHOOL - FY 2020-21						
QUANT	GIFT	DONOR	LOC/USE	VALUE	MO.TOTAL	YTD TOTAL
	Dell 22 Monitor and 6ft Highspeed		-		1	
1	HDMI Cable	DonorsChoose	Thunderbolt	\$150.00		
2	Kodak Digital Camera w/accessories	Harold & Joanne Jensen	Thunderbolt - Yearbook	\$95.00		1
1	Milo Interactive Training System	Lake Havasu City Police Department	LHHS - Law & Public Safety Class	\$50,000.00		1
70	Baseball Hats	LHHS Athletic Booster Club	LHHS - Baseball	\$1,137.50		
	Bill Self Motion Videos Annual					
1	Subscription	LHHS Athletic Booster Club	LHHS - Boys Basketball	\$69.99		
1	Team T-Shirts and Hoodies	LHHS Athletic Booster Club	LHHS - Boys Soccer	\$3,571.84		
40	Embroidery of Backpacks	LHHS Athletic Booster Club	LHHS - Girls Soccer	\$178.00		
1	Monetary Donation	Startine PTA	Starline - Awards	\$182.92		
					\$55,385.25	\$210,447.89

### AGENDA ACTION ITEM

TOPIC:

APPROVAL OF AGREEMENT BETWEEN LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 AND MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT FOR SPRING EDUCATIONAL PROGRAMS

SUBMITTED BY:

Scott Becker, Principal, Lake Havasu High School Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

It is recommended the Governing Board approve the Intergovernmental Agreement (IGA) between Lake Havasu Unified School District #1 and Mohave County Community College for Spring Dual Enrollment Courses. Approval of this agreement will allow dual enrollment with Mohave Community College and Lake Havasu High School.

### **RATIONALE:**

Dual enrollment provides high school juniors and seniors with not only high school credits, which count toward high school graduation, but with college credits while they are enrolled in high school. High school students will be able to take Mohave Community College courses, using MCC curricula and textbooks. Classes will be taught at the high school during the school day by qualified high school instructors who are employed at Lake Havasu High School. Dual enrollment provides free college tuition for high school students who are able to take these classes and makes it possible for a graduating high school senior to have completed at least one year's worth of college credit by the end of his/her high school career, thus saving the student both time and money.

The agreement has been reviewed and approved by the district's legal counsel as to form. A copy was sent electronically to the Governing Board for review prior to the meeting.

Superintendent

### **EXHIBIT A**

# TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

### Lake Havasu Unified School District #1 Academic Years 2020-21 through 2021-22

### **COURSES AND CREDITS**

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

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than five (5) students per section and shall not exceed a maximum of forty (40) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

Course #	Course Title	Credit	Term	Instructor
ENG 102	English Composition II	3	SP 2021	T. Gray
HES 129	Allied Health A	3	SP 2021	M. Becker
HIS 132	History US II	3	SP 2021	B. Zemojtel
MAT 181	Plane Trigonometry	3	SP 2021	A. Strom
MAT 211	Introductory Statistics	3	SP 2021	K. Thompson

<sup>\*</sup>Exhibit revisions due 30 days prior to each college semester start.

COLLEGE		SCHOOL DISTRICT	
By:	Dr. Stacy Klippenstein	Ву:	
Title:	President	Title:	
Date:_		Date:	

### AGENDA ACTION ITEM

TOPIC:

FIRST PRESENTATION/REVIEW OF POLICIES GCD AND GCD-R PROFESSIONAL STAFF VACATIONS AND HOLIDAYS, GCQEA RETIREMENT OF PROFESSIONAL / SUPPORT STAFF MEMBERS, GDD-R SUPPORT STAFF VACATIONS AND HOLIDAYS, AND GDQB

RESIGNATION OF SUPPORT STAFF MEMBERS

SUBMITTED BY:

Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

It is recommended that the Governing Board approve the first presentation revisions to Policies GCD Professional Staff Vacations and Holidays, GCQEA Retirement of Professional / Support Staff Members, GDD-R Support Staff Vacations and Holidays, and GDQB Resignation of Support Staff Members.

### **RATIONALE:**

We are requesting to update the above personnel policies to ensure consistency in policies dealing with vacation, leave, and post-retirement employment. Currently, policy GDD has a regulation, while GCD does not. GCD has been rewritten in its original language, and a regulation was developed to specify how it would be implemented.

GCD-R and GDD-R limit vacation payout to year-round staff who complete their employment term, give appropriate notice, and are not terminated. An update to GDD-R addresses holiday pay for employees who change jobs. A section was added to include exempt, classified staff.

Changes made to GCQEA addressed the "sellback." This is not language or policy used by LHUSD. Policy now clearly states that you may only receive severance and vacation payout one time. This policy was also updated to state that upon rehire, employees who have done PREO will be paid at 80% of their last year's contract plus any current increase or be placed as a new hire, whichever is greater. This should have a minimal impact on the overall budget. Most employees will make more at 80%, which is currently in policy.

GDQB strikes a line about vacation payout, which is now addressed in GDD-R.



# GCD © PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

### **Vacations**

Full-time certificated staff who work year-round earn vacation in accordance with the provisions of their individual contracts. Certificated administrators earn vacation in accordance with the provisions of their individual contracts. Administres may roll over 12 vacation days annually. An administration who terminates employment with the District and has been employed by the District three years or more will be paid out earned but unused vacation. Administrators who are terminated, do not give two weeks' notice, or do not complete their term of employment do not qualify for vacation pay out.

### **Holidays**

Full-time certificated staff personnel shall have holidays as scheduled in their work calendar. Certificted administrators shall have holidays as scheduled in the school calendar.

When July 4, Veterans Day, December 25, or Thanksgiving Day occurs within the school week, the schools shall be closed, and the compensation of the teachers shall not be diminished on that account. The Governing Board may declare a recess during the Christmas holiday season not to exceed two (2) school weeks.

Other holidays will be established by the Board and noted on each year's school calendar.

Adopted: March 9, 2021

LEGAL REF.:

A.R.S.

15-502

15-801

38-608

# GCD-R © PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

### **Vacations**

Full-time certificated staff who work year-round may roll over 12 vacation days annually. Certificated staff who work year-round who terminate employment with the District and have been employed by the District three years or more shall be paid out earned but unused vacation under the following conditions. They must not be terminated, they must give notice by April 15, and they must complete their term of employment to qualify for vacation payout. Certificated staff who have participated in PREO with LHUSD are not eligible for vacation payout.

### **Spring Break for Administrators**

Administrators must obtain written permission from the Superintendent to work during spring break. Administrators will receive and are to use vacation according to the provisions of their individual contracts.

### **GCQEA**

# RETIREMENT OF PROFESSIONAL / SUPPORT STAFF MEMBERS

### (Post-Retirement Employment Option)

In an effort to retain highly qualified and experienced personnel and simultaneously reduce employer costs, the District hereby establishes a staff Post-Retirement Employment Option (PREO) for those teachers, administrators, and support staff employees who meet the requirements for Arizona State Retirement System (ASRS) normal retirement. The provisions of the PREO allow the employee to retire, retain the ASRS retirement stipend, and return to the District at a lesser salary under a contract with a District selected contractor, pursuant to A.R.S. 15-502, and which does not place the retiree's ASRS retirement benefits in jeopardy.

Neither the PREO nor any of its constituent components are intended, nor should they be construed, to be a "retirement incentive program" as defined in A.R.S. 38-749.

### **Program Criteria**

A current retiree desiring to join the program for the first (1st) year must meet the following criteria:

- Must qualify for ASRS normal retirement.
- Retire after the current school year.
- Must have the recommendation of the retiree's principal or immediate supervisor and the approval of the Superintendent and Governing Board.

### How an Employee is to Initiate a PREO Request

- The retiree must submit in writing the appropriate form to their principal or immediate supervisor regarding their planned retirement date.
- The principal/supervisor <u>will</u> submits the retirement <u>form</u> <del>letter</del> to the Personnel Department.
- The retiree must submit the PREO Participation Request form on or before March 1 to their principal or immediate supervisor.

The principal/immediate supervisor will submit the PREO Participation Request form to the Personnel Department for Superintendent and Governing Board approval.

### **Basis of Employee Contract for PREO**

The retiree agrees to the following contract terms:

• Lam The retiree is no longer an employee of Lake Havasu Unified School District No. 1, with

no further rights of an employee (i.e., vacation, sick days, personal days, active employee health benefits, et cetera). Furthermore, as a retired member returning to work pursuant to A.R.S. 38-766.01, he/she will not accrue credited service, retirement benefits, or long-term disability program benefits.

- Continue in the same position and assume the same responsibilities as the retiree's job category requires.
- Positions that require an AZ teaching certificate and/or a professional license/certification must ensure their credentials do not lapse.
- Services to be provided to the District will be delivered under a contract held by a contractor selected by the District.
- Provisions to the contract provide for a salary equal to eighty percent (80%) of the retiree's last full year's contract/notice-at-will. <u>Any additional administrative</u> <u>provisions will be added following base salary placement at 80%.</u>
- A district may enter into a contract with a private vender for a leased employee for an amount that would allow the district to budget sufficient funds to cover their obligations to both the contractor and to pay for the mandatory contribution. Placement on the appropriate schedule will align with education and salary, but no less than step one of the appropriate salary/wage schedule. Any additional administrative provisions will be added following base salary placement.
- The District will not pay the cost of insurance coverage as a retirement benefit except as provided in Policy GCQE/GDQC for employees hired prior to July 1, 2005. Retirees are eligible to purchase insurance coverage under the Comprehensive Omnibus Budget Reduction Act (COBRA) for a period of eighteen (18) months.
- Any accumulated sick or vacation leave eligible for compensation must be acquired by the District in accordance with the District's return of leave policy in force at the time of the employee's retirement. Consequently, such leave shall no longer be available to the retiree.
- The retiree is ineligible for participation in any District supplemental programs beyond and outside of initial contract, such as performance pay, teaching hard to fill pay, educational advancement, longevity, et cetera.
- The retiree may be eligible for participation in District supplemental pay for work such as Coaching and Department Chairs paid at 80%.
- The contract/wage agreement will be for the corresponding number of workdays as regular District employees assigned to the same category or classification. The contract/wage agreement will be for a full-time position, aligned with the fiscal year and employment dates of position category and classification as regular District staff. An hourly paid retiree will not exceed a forty (40) hour workweek.

- The retired employee's performance will be evaluated.
- An The same number of allotment of paid sick days and personal days for employees in the retiree's classification will be allotted under the contract. There will be no compensation for unused days remaining at the close of the contract year. leave days equal to one (1) day per contract month will be granted under the contract, but a deduction for each day of pay, proportional to the total days specified in the contract, will be made for each day taken in excess of the retiree's allotment.
- When paid vacation was provided in the retiree's previous position with the
  District, the same number of paid vacation days for employees in the retiree's
  classification will be allotted under the contract. There will be no compensation
  for unused vacation days remaining at the close of the contract year.
- Retirees who have been accepted into the PREO and who plan to apply for rehire as an active employee by the District upon completion of their PREO contract term must immediately, upon their retirement, elect to obtain insurance benefits either through COBRA or through the District's Retiree Benefit Plan.
- Retirees who do not immediately upon retirement elect to obtain insurance benefits though either COBRA Insurance or the District's Retiree Benefit Plan, even PREO accepted retirees, forever forfeit their rights to elect coverage under the District's Retiree Benefit Plan, even if rehired as an active employee after their PREO contract term expires.
- Further, retirees who are accepted into the PREO, but who elect to obtain benefits through COBRA Insurance upon retirement, and not through the District's Retiree Benefit Plan; and who are NOT rehired as an active District employee at the end of their PREO contract term, for any or no reason; forfeit, and are never eligible to elect to receive, benefits through the District's Retiree Benefit Plan.

### **Basis of Employee Contract/Wage Agreement for Reemployment**

Reemployment is not guaranteed and will be based on the availability of a position in the job/category and classification. A retiree desiring to return under a contract with the District after completing the first (1st) year under the District's Staff PREO plan also agrees to the following:

- The retiree must have the recommendation of the employee's principal or immediate supervisor and/or the approval of the Superintendent and Governing Board.
- The retiree will return to the same job category and classification. If the retiree decides to return to a different position in the same job category and classification, the retiree will be required to apply to District postings and interview the same as other applicants.

- Upon approval of reemployment, the District will issue the employment contract/wage agreement.
- Benefits will be limited to accrual of leave, and vacation, when applicable, as employees in the same category and classification and become part of the contract/wage agreement except that no accrual of leave or vacation for "Sell Back" severance payout or vacation payout will be allowed. Staff who are reemployed will be eligible to receive health and/or life insurance benefits or as provided in Policy GCQE/GDQC as a retirement benefit.
- Leave days remaining from the first (1st) year of contracted employment will not be carried forward to an ensuing contract with the District.
- A retiree returning in the same category and classification, for which the retiree was contracted through an independent contractor for the previous year, will be paid in one of the following ways (whichever is greater):
  - at the same rate of pay received when employed by the District selected contractor plus any <u>increase in salary consistent with the approved salary/hourly wage increase for the retiree's classification.</u>
  - at the initial salary placement for new employees based on allowable years of experience and education.
- Employees changing positions will be paid according to initial salary placement.
- Qualified stipends, <u>additional administrative provisions</u>, and performance pay will be paid at 100% upon rehire to the District. Any increase in salary will be consistent with the approved salary/hourly wage increase for the retiree's classification.

Adopted: March 9, 2021

### GDD-R

### REGULATION

### SUPPORT STAFF **VACATIONS AND HOLIDAYS**

### **Scheduling**

Scheduling of all vacations shall be arranged with the employee's immediate supervisor and at the convenience of the District.

### Vacations (All Employees)

### **Spring Break for Non-Exempt Support Staff**

Each year, all non-exempt support employees will receive five (5) days off for of vacation to be taken during spring break. Employees must obtain written permission from the Superintendent to work during spring break.

### Vacation (Twelve-Month Non-Exempt Employees Only)

A newly hired twelve (12)-month employee will receive a prorated number of days of vacation after completing and passing a ninety (90)day probation period, at the following rate:

July – September: 10 days October-December 7.5 days January – March 5 days April – June 2.5 days

Twelve (12) month employees in year's two (2) - four (4) will receive ten (10) vacation days on July 1 of each year.

After five (5) years of continuous service as a twelve (12) month employee, the employee will earn fifteen (15) days of vacation beginning on their five (5) year anniversary month. During this year, days will be given at the following rate:

July – September: 15 days October-December 11.5 days January – March 7.5 days April – June 4 days

Continuous service is calculated beginning with the date shown on the first year-round contract/notice of employment issued to the employee.

Employees may roll over up to ten days in years one through five and up to fifteen days after that. An employee who terminates employment with the District and has been employed by the District three years or more will shall be paid out earned but unused vacation under the following conditions: Employees who are terminated, do not give two weeks' notice, or do not complete their term of employment do not qualify for vacation payout. They must not be terminated, they must give notice by April 15, and they must complete their term of employment to qualify for vacation payout. Staff who have participated in PREO with LHUSD are not eligible for vacation payout.

### Vacation (Twelve Month Exempt Employees)

<u>Twelve-month exempt employees will receive vacation according to provisions of their individual contracts.</u>

### Holidays (All Employees)

Labor Day Veterans Day

Thanksgiving Day (2 days) Christmas (2 days)

Martin Luther King Day New Year's Day (2 days)

### Holidays (Twelve-Month Employees Only)

July 4 Memorial Day

If school is in session on any of the above days, during any given year, the holiday will be taken at another date as described on the school calendar.

Wages include payment for all holidays that fall within the workweek, including spring vacation.

Any employee who transfers to a year-round or fulltime position is not required to complete a second probationary period for vacation or holiday eligibility.

### GDQB©

### RESIGNATION OF SUPPORT STAFF MEMBERS

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

Adopted: March 9, 2021

LEGAL REF.: A.R.S. 23-352 23-353

**CROSS REF.:** 

GDL - Support Staff Workload

### AGENDA ACTION ITEM

TOPIC:

APPROVAL OF PURCHASE OF CONTRACTED OCCUPATIONAL THERAPY

THROUGH COMPHEALTH MEDICAL STAFFING

SUBMITTED BY:

Aggie Wolter, Director of Special Services

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **RECOMMENDATION:**

It is recommended that the Board approve the purchase of contracted Occupational Therapy with CompHealth Medical Staffing for the remainder of the 20-21 school year not to exceed \$60,000.00.

### **RATIONALE:**

LHUSD has taken action to recruit qualified therapy related services staff but has had difficulty filling these openings. CompHealth Medical Staffing is an approved vendor as part of the SAVE Contract (RFP # 21-05-25). We are requesting approval of the purchase of contracted Occupational therapy service for the 20-21 school year with CompHealth Medical Staffing at a rate not to exceed \$70 hr.

LHUSD is obligated to ensure the provision of services for eligible students to receive a free appropriate public education including the provision of related services as required under the Individuals with Disabilities Education Act (IDEA).

Funds from M& O budget will be used to pay for services.

This has been reviewed by purchasing and legal.



### JDE No.1063759

# CompHealth.

### ALL INCLUSIVE SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Lake Havasu USD No. 1 ("Client"), a nonprofit organization, with its principal place of business located at 2200 Havasupai Blvd, Lake Havasu, AZ 86403, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 5557 28th Street, Ste B, PMB 318, Grand Rapids, MI 49512 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of January 6, 2021 ("Effective Date").

### Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals ("Provider(s)") to provide clinical services to Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

### Section B, Duties of CompHealth

### **B.1** Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

### B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

### **B.3 Licensure, Competency**

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

### B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

### **B.5** Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

### **B.6 General Liability Insurance**

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

### Section C, Duties of Client

### C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

# C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

### C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

### C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

### C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

### C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

### C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

### Section D, Fees

### **D.1 Fee Schedule**

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

### D.2 Deposit, Costs of Obtaining Privileges

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

### **D.3** Invoicing

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

### **D.4 Minimum Workweek**

CompHealth requires that a minimum of thirty seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).

### **D.5 Failure to Issue Confirmation**

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

### Section E, Term, Cancellation and Removal of Provider

### E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

### **E.2** Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

### E.3. <u>Termination of Agreement</u>

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

### E.4 Term

The initial term of this Agreement shall begin on the Effective Date and continue until June 18, 2021, unless terminated earlier in accordance with Section E.3 above.

### E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

### Section F, Later Placements

### F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

### F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

### F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

### F.4 <u>Definition of Work</u>

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

### Section G, Standards of Service

### G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

### G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

### G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

### G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

### Section H, Miscellaneous Provisions

### H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

### H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

### H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

### H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of Arizona.

### H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

## H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

### H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

## **H.8 Handwritten Revisions**

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

LAKE HAVASU USD NO. 1	COMPHEALTH MEDICAL STAFFING
Ву:	Ву:
Title:	Title:
Date:	Date:
Printed Name:	Printed Name:
Federal Tax I.D. # or Social Security #	©Convright 2014 CHG Management, Inc.

## LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

# AGENDA ACTION ITEM

**TOPIC:** APPROVAL OF RENEWAL OF MICROSOFT LICENSING

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

DATE FOR BOARD CONSIDERATION: February 16, 2021

### **RECOMMENDATION:**

It is recommended the Governing Board approve renewal of Microsoft licensing in an amount not to exceed \$55,000 annually for 3 years (locked pricing).

### **RATIONALE:**

This renewal purchase covers all district-owned devices for licensing, upgrades to Microsoft Desktop Operating Systems, Office 365 Subscriptions for all staff and students, Office 2016 Professional Plus, and Windows Servers.

With this plan, LHUSD currently licenses 3700+ Windows desktop and laptop devices, 50+ servers and utilizes online access to Office 365 for 590 of our staff members as well as students. LHUSD has been able to grow the number of new student devices with Enterprise Platform management with little or no additional licensing costs by using this Volume Licensing Plan.

This purchase is based on Microsoft's Academic Open Value License with pricing provided by Insight Public Sector using the U.S. Communities Cooperative Contract # 4400006644. This purchase has been reviewed and approved by the Business Department and legal.

Funding will come from the Bond's second issuance, as outlined in the Citizens for Havasu Schools document titled Allocation of Capital Improvement Expenditures.





# **Customer Name**

0121 Lake Havasu Unified School District #1-3C January 8, 2021 V2547994 OMNIA PARTNERS #4400006644

Quotation: Date: Enrollment: Contract:

### Year 1

Part Number	Item Name	Level	Offering	Pool	Product Type	Quantity	Ui	nit Price	E	Extended Price
203-00011	DsktpEdu ALNG UcSAPk OLV E 1Y Acdmc Ent	E	Faculty	Non-Specific	License/Software Assurance Pack	577	\$	55.70	\$	32,138.90
312-04097	ExchgSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	65.58	\$	65.58
GU4-00001	M365AppsForEnterpriseOpenFac ALNG SubsVL OLV E 1Mth Acdmc AP AddOn toOPP	Non-Specific	Additional Product	Applications	Monthly Subscriptions-VolumeLicense	625	\$		\$	
GU3-00001	M365AppsForEnterpriseOpenStu SubsVL OLV NL 1M Acdmc Student Use Benefit	Non-Specific	Student	Applications	Monthly Subscriptions-VolumeLicense	5500	\$	-	\$	-
S3Y-00004	O365EDUA1OpnFac ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP	Non-Specific	Faculty	Servers	Monthly Subscriptions-VolumeLicense	625	\$	-	\$	
S2Y-00002	O365EDUA1OphStu ShrdSvr ALNG SubsVL OLV NL 1Mth Acdmc Stdnt	Non-Specific	Student	Servers	Monthly Subscriptions-VolumeLicense	5500	\$		\$	
5HU-00035	SfBSvr ALNG LicSAPk OLV E 1Y Acdmc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	337.60	\$	337.60
7AH-00437	S/BSV/EnCAL ALNG LICSAPK OLV E 1Y Acdimc Ent DVcCAL	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	577	\$	10.00	\$	5,770.00
9EP-00240	SysCtrDatactrCore ALNG LicSAPk OLV 16Lic E 1Y Actime AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	202.46	\$	1,214.76
9EA-00310	WinSvrDCCore ALNG LicSAPk OLV 16Lic E 1Y Acdmc AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	310.87	\$	1,865.22
									\$	
							SUB TOTAL TAX		\$	41,392.06 3,352.76
						Annual To	otal:		\$	44,744.82

### Year 2

Part Number	Item Name	Level	Offering	Pool	Product Type	Quantity	Un	it Price	E	Extended Price
203-00011	DsktpEdu ALNG LicSAPk OLV E 1Y Acdmc Ent	E	Faculty	Non-Specific	License/Software Assurance Pack	577	\$	55.70	\$	32,138.90
312-04097	ExchgSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	65.58	\$	65 58
GU4-00001	M365AppsForEnterpriseOpenFac ALNG SubsVL OLV E 1Mth Acdmc AP AddOn toOPP	Non-Specific	Additional Product	Applications	Monthly Subscriptions-VolumeLicense	625	\$		\$	
GU3-00001	M365AppsForEnterpriseOpenStu SubsVL OLV NL 1M Acdmc Student Use Benefit	Non-Specific	Student	Applications	Monthly Subscriptions-VolumeLicense	5500	\$		\$	
S3Y-00004	O365EDUA1OpnFac ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP	Non-Specific	Faculty	Servers	Monthly Subscriptions-VolumeLicense	625	\$	-	\$	
S2Y-00002	O365EDUA1OpnStu ShrdSvr ALNG SubsVL OLV NL 1Mth Acdmc Stdnt	Non-Specific	Student	Servers	Monthly Subscriptions-VolumeLicense	5500	\$	-	\$	-
5HU-00035	SIBSvr ALNG LicSAPk OLV E 1Y Acdmc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	337.60	\$	337.60
7AH-00437	S/BSV/EnCAL ALNG LicSAPk OLV E 1Y Acdmc Ent DvcCAL	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	577	\$	10.00	\$	5,770.00
9EP-00240	SysCtrDatactrCore ALNG UcSAPk OLV 16Lic E 1Y Acdmc AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	202.46	\$	1,214.76
9EA-00310	WinSvrDCCore ALNG LicSAPk OLV 16Lic E 1Y Acdmc AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	310.87	\$	1,865.22
									\$	
							SUB TOTAL TAX		5	41,392.06 3,352.76
						Annual To	otali			44 744 R2

#### Year 3

Part Number	Item Name	Level	Offering	Pool	Product Type	Quantity	Uni	Price	Extended Price
2UJ-00011	DsktpEdu ALNG LicSAPk OLV E 1Y Acdmc Ent	E	Faculty	Non-Specific	License/Software Assurance Pack	577	\$	55.70	\$ 32,138.90
312-04097	ExchgSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	65.58	\$ 65.58
GU4-00001	M365AppsForEnterpriseOpenFac ALNG SubsVL OLV E 1Mth Acdmc AP AddOn toOPP	Non-Specific	Additional Product	Applications	Monthly Subscriptions-VolumeLicense	625	\$		\$ -
GU3-00001	M365AppsForEnterpriseOpenStu SubsVL OLV NL 1M Acdmc Student Use Benefit	Non-Specific	Student	Applications	Monthly Subscriptions-VolumeLicense	5500	\$	-	\$ -
53Y-00004	O365EDUA1OpnFac ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP	Non-Specific	Faculty	Servers	Monthly Subscriptions-VolumeLicense	625	\$		\$ -
S2Y-00002	O365EDUA1OpnStu ShrdSvr ALNG SubsVL OLV NL 1Mth Acdmc Stdnt	Non-Specific	Student	Servers	Monthly Subscriptions-VolumeLicense	5500	\$		ş -
5HU-00035	S/BSvr ALNG LicSAPk OLV E 1Y Accimc AP	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	1	\$	337.60	\$ 337.60
7AH-00437	SfBSVrEnCAL ALNG LicSAPk OLV E 1Y Acdmc Ent DvcCAL	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	577	\$	10.00	\$ 5,770.00
9EP-00240	SysCtrDatactrCore ALNG LicSAPk OLV 16Lic E 1Y Acdmc AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	202.46	\$ 1,214.76
9EA-00310	WinSvrDCCore ALNG LicSAPk OLV 16Lic E 1Y Acdmc AP CoreLic	Non-Specific	Additional Product	Servers	License/Software Assurance Pack	6	\$	310.87	\$ 1,865.22
									\$ -
							SUB TOTAL		\$ 41,392.06
							TAX	_	\$ 3,352.76
						Annual To	otal:		\$ 44,744.82



# **Program Signature Form**

Agreement number

V8721421

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Open Value Subscription Agreement for Education Solutions	X20-14265

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Lake Havasu Unified School District #1
Signature*
Printed First and Last Name*
Printed Title*
Signature Date*
Tax ID

Customer (Optional 2 <sup>nd</sup> )
Name of Entity (must be legal entity name)* Signature*
Printed First and Last Name* Printed Title* Signature Date*
Tax iD

If Customer requires physical media, include the media form(s) with this signature form. For OV/OVS programs, products are available for online download from Volume Licensing Service Center.

After this signature form is signed by the Customer, send it and the Contract Documents to your Reseller, who must submit them to the Regional Operation Center. When the Agreement has been processed, Customer will receive a confirmation.

<sup>\*</sup> indicates required field

<sup>\*</sup> indicates required field

Prepared By: Cindy Krogh

cindy.krogh@insight.com

### 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:

February 16, 2021

### **RECOMMENDATION:**

Approval of Vouchers – Vouchers for January 2021 / \$6,600,936.15

Student Activity Funds for K-12 for December 2020 / \$273,493.14

Auxiliary Funds for December 2020:

Smoketree 17,819.49 Thunderbolt \$ 127,574.38 Havasupai 12,664.64 Starline 23,590.46 Nautilus 15,589.07 Oro Grande (2,227.22)Jamaica 26,100.30 High School \$ 500,173.71 District Office 4,861.90

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for December 2020 will be emailed to the Board prior to meeting.



# LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 - VOUCHER SUMMARY

### FISCAL YEAR 2020-2021

Payroll Vouchers: 7268 -- 7273

Submitted By: Michael Murray, Director of Business Services Ledger Vouchers: V2382-83, V2387-88, V2390-91, V2394-96

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

RECOMMENDATION: THE VOUCHERS IN THE AMOUNT OF

\$2,417,608.57 PAYROLL AND \$4,183,327.58

MATERIAL SERVICES SIGNED BY THE GOVERNING BOARD

FUND	FUND DESCRIPTION	January	December	CY Totals	PY Totals
All	Payroli	\$2,417,608.57	\$3,585,735.95	\$17,373,630.15	\$28,324,648.68
001	Maintenance and Operation Fund	\$562,090,81	\$340,205.24	\$3,550,117.88	\$3,573,133.11
020	Instructional Improvement Fund	\$0.00	\$0.00	\$0.00 ·	\$45,813.77
100	Title I ESEA	\$201,095.85	\$12,123.39	\$250,385.79	\$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	\$549.24	\$573.12	\$3,500.00
220	IDEA VI-B	\$16,374.51	\$7,315.98	\$50,687.50	\$5,441.61
221	IDEA Part B	\$74.24	\$170.41	\$2,129.42	\$25,353.83
260	Voc Ed Basic Grants	\$575.90	\$2.37	\$856.87	\$7,106.81
290	Medicaid Reimbursement	\$80.00	\$362.16	\$540.25	\$27,985.96
291	Medicaid Fee For Service	\$8,807.57	\$16,396.26	\$63,675.92	\$15,312.21
326	Elementary & Secondary School Emergency Relief	\$51,735.80	\$1,008.77	\$100,956.96	\$0.00
349	National Forest Trees	\$0.00	\$0.00	\$0.00	\$89,330.40
374	E-RATE	\$20,387.00	\$719.95	\$53,068.91	\$23,317.00
400	Voc Ed Block Grant	\$4,490.02	\$7,027.27	\$21,601.57	\$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	\$0.00	\$0.00	\$59,458.69
465	Pre-K Grant	\$194.01	\$511.74	\$5,587.48	\$7,427.71
468	Master Teacher Grant	\$0.00	\$0.00	\$304.04	\$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	\$1,232.33	\$1,767.48	\$0.00
510	Food Service	\$94,117.76	\$96,127.74	\$529,849.19	\$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	\$219.88	\$11,424.37	\$27,962.25	\$239,016.55
530	Gifts & Donations	\$5,496.53	\$5,524.17	\$68,556.48	\$107,865.21
540	Fingerprint	\$60.00	\$0.00	\$4,165.31	\$2,558.00
550	Insurance Proceeds	\$0.00	\$1,400.00	\$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
595	Advertisement	\$0.00	\$0.00	\$0.00	\$0.00
596	Joint Technological Education	\$8,855,82	\$35,536.17	\$81,405.09	\$351,669.01
597	AZ Industry Credential Incentive	\$11,213.78	\$10,314.99	\$21,528.77	\$0.00
610	Unrestricted Capital Outlay	\$3,991.24	\$20,416.96	\$321,529.09	\$2,135,421.03
620	Adjacent Ways	\$0.00	\$0.00	\$190,195.86	\$9,434.00
630	Bond Building	\$3,193,466.86	\$1,080,345.02	\$9,996,631.00	\$3,073,018.31
665	Energy & Water Savings	\$0.00	\$0.00	\$18,424.30	\$0.00
691	Building Renewal Grant	\$0.00	\$8,420.00	\$145,269.49	\$669,041.07
850	Student Activities	\$0.00	\$0.00	\$3,607.61	\$0.00
955	Intergovernmental Agreements	\$0.00	\$0.00	\$89,409.00	\$167,336.50
	Totals	\$6,600,936.15	\$5,242,870.48	\$32,988,612.12	\$40,966,251.9

# **LAKE HAVASU UNIFIED SCHOOL DISTRICT #1**

# **INFORMATIONAL ITEMS**

**TOPIC:** INFORMATIONAL

SUBMITTED BY:

Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION:

February 16, 2021

### **INFORMATIONAL REPORTS:**

- \* Superintendent
- Directors
- \* Governing Board Members
- **Advisory Committees**



# PERSONNEL/TECHNOLOGY BOARD UPDATE

# February 16, 2021

### **PERSONNEL**

### **Employment**

- o Intent to Return forms were sent to employees on February 1 to begin the staffing process for the 21-22 school year.
- o Staffing ratios are being finalized to ensure LHUSD will have appropriate staffing for 21-22.
- o Preparing for AZ Department of Education and NAU recruiting fairs

### Substitutes and Emergency Substitutes

As of 1/26/21, there are:

- o 53 certified substitutes
- 38 certified substitutes willing to work in the classroom, others not willing at this time
- 9 of the 38 certified substitutes willing to work are working with an Emergency Substitute Certificate
- o 20 classified substitutes
- 14 classified substitutes willing to work in the classroom, others not willing at this time
- o 4 classified substitute positions held by emergency certified substitutes

### Frontline Implementation

- o Frontline Hiring and Recruiting is being finalized to replace Winocular as LHUSD's hiring software.
- o Frontline Central is now being used to manage employee documents.

### **Administrator Goals**

- Teachers will participate in peer observations via video or face to face to improve their teaching practice.
- o Administrators will participate in observations to refine their evaluation skills in small groups and by video.
- o New administrators meeting monthly with DO leaders and veteran administrators for PD

### **Principal Evaluation**

o An updated principal evaluation system is being developed for use starting with the 21-22 school year.

### **Teacher Certification**

 LHUSD is working with ADE to develop an alternative teacher certification pathway for a Classroom Based Certificate. The Classroom Based Certificate (LHUSD Bridge Program) will be focused on the LHUSD Teacher Induction program and coursework taken at Mohave Community College.



# PERSONNEL/TECHNOLOGY BOARD UPDATE

### **TECHNOLOGY**

### **ERate Projects**

Wi-Fi upgrade project

– USAC funding was approved, vendor is ordering hardware
 Nearing completion - Estimated completion is early February.

### **Distance Learning**

- o Preparing, imaging and inventorying an additional 742+ student laptops purchased from Title, Special Education, and Grant funds
- o Preparing 24 new laptop carts for 8 sites

### Phone Project (BOND)

- o Nearing completion for all 9 sites including new HS Admin area.
  - o Estimated completion early February.

# Bells, Clocks and Intercoms (BOND)

- o Nearing completion for all 9 sites including new HS Admin area.
  - o Estimated completion early February.

# **Computer Replacement and Upgrades**

- o Computer replacements continued for staff and students
- o Windows 7 to Windows 10 upgrades continued
- o Upgrades for CTE Labs



# SPECIAL SERVICES BOARD UPDATE

# February 16, 2021

## **Special Education Enrollment as of 1/25/2021:**

- AZEDS Sped 73 Census 759 students on 10/1/2020
- AZEDS Sped 10 Enrollment Report 777 Current students serviced on an IEP or service plan
- AZEDS Sped 20 Unduplicated 100<sup>th</sup> Day Report 664.0439 (Category Group B)

# First Things First Scholarship Enrollment:

- 22 awarded -- Smoketree Developmental Preschool (3 remain open)
- 18 awarded Lake Havasu High School Little Knights Preschool (7 remain open)

### **Program Updates:**

Grants- ADE has allocated LHUSD a total of \$6,500 in federal grant funds to support department monitoring efforts as outlined in Systemic School Improvement Plan (SSIP) that will focus on professional development for staff and procurement of related training materials and facilitators on high advantage practices in special education.

Final IDEA 20-21 Allocations -IDEA Basic allocation was \$1,084,292.52 and IDEA Preschool allocation was \$23,183.21. These funds are being expended in accordance to plan presented in July to provide special education and related services to eligible students on an IEP or service plan with direct services by appropriately certified and licensed staff. Proportionate share funds are allocated for eligible private and home school students.

PPE (Personal Protective Equipment) – Face Coverings: A small task force has been created consisting of school nurses, athletic directors, and director to review existing district policy, practices, and CDC and AZDHS guidance concerning face coverings for staff and students. Clarification and direction is needed for consistent implementation of effective mitigation strategies to reduce spread of COVID-19 in our schools and the workplace for staff.

**Professional Development** – We have provided (229) hours of training for (193) staff in the following areas:

- Refresher CPI- 17 Staff
- Initial CPI 6 Staff
- Early Childhood ECERS Rating Assessment Training 1 Staff
- Hearing and Vision Training 1 Staff
- Special Education High Leverage Practices -171 Staff

# **School and Community Events:**

- Child Find Outreach 2/10/21
- District Safety Advisory Meeting 2/17/21

# **Department & Committee Meetings:**

- Quarterly Health Office Meeting 1/27/21
- Quarterly Counselor Department Meeting 1/27/21
- FTF Grant Quarterly Meeting 1/12/21