

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

GOVERNING BOARD MEETING

Tuesday, May 4, 2021

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

Meeting can be viewed live at www.lhusd.org/boardvideos.

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



**Scholarship
Character
Humanity**

Please Post

NEWS RELEASE

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

For Immediate Release: April 30, 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.

Meeting can be viewed live at www.lhusd.org/boardvideos.

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, May 4, 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 30th day of April 2021,

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1



Dr. Rebecca Stone, Superintendent

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

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1

NOTICE OF PUBLIC MEETING

May 4, 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 CDC's and the Mohave County Health Department's recommendations of 'Prevention Strategies to Reduce Transmission of SARS-CoV-2 in Schools', including the use of masks and physical distancing.

Meeting can be viewed live at www.lhusd.org/boardvideos.

A G E N D A

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

REGULAR MEETING SESSION:

6:00 p.m.

1. Routine Opening of Meeting - Call to Order

President

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

1.3 Pledge of Allegiance

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

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

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

3. Recognitions and Presentations

President

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski
- Dr. Rebecca Stone / LHUSD#1 Staff of the Year, Rookie of the Year, Site Teachers of the Year and the Teacher of the Year
- Dr. Rebecca Stone / Recognition of 2020-2021 Retirees: Ray Anderson, D'arcy Babcock, Nancy Blythe, Michelle Budden, Mary Clark, Susan Clark, Daniel Cole, Laura Denny, Janiece Esmay, LeeAnne Grogan, Roseann Hagen, Bonnie Helman, Molly Hooks, Trish Konen, Donna Mares, Tracy Mcfarlin-Pressley, Kristina Morelli, Bobbi (Agnes) Nelson, Valari Rose-Johnson, Catherine Sepulveda, Luther Smith, Julie Standal, and Corey Triassi
- Marsha Becker, Career & Technical Education (CTE) Coordinator / Lake Havasu High School Career & Technical Students National and International Competition Qualifiers

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 April 13, 2021

4.1.2 Approval or Modification of Agenda

- 4.1.3 Personnel Report: Certified; Employment, Separation, Exception to Policy, Long Term Leave, Other. Support Staff; Employment, Separation, Exception to Policy, Long Term Leave, Other. Stipends.
- 4.1.4 Acceptance of Gifts and Donations to the Lake Havasu Unified School District in the amount of \$6,854.48 and to Student Activities Organizations in the amount of \$5,131.00.
A detailed list of donations can be viewed as background material by contacting the District.
- 4.1.5 Approval of Travel Stone
- 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 Student Handbooks for 2020-2021 School Year Stone
- 6.2 Approval to Replace Leased Copiers Districtwide Murray
- 6.3 Approval for Retroactive and Future Purchases of Door/Gate Hardware, Mechanisms, and Related Items Murray
- 6.4 Approval of 2020-21 Revised Budget Murray
- 6.5 Approval of Thales Fingerprint Vendor Festa-Daigle
- 6.6 Approval of Vouchers, Student Activity Funds, and Auxiliary Funds Murray

7. Informational

- * Superintendent
- * Directors
- * Governing Board Members

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

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

9. Communications

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

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

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

10. Adjournment

President

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

**Tuesday, June 15, 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.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF MINUTES

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

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

Regular Session of April 13, 2021

Approved for Transmittal to Governing Board


Superintendent

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

UNAPPROVED

Governing Board Minutes

April 13, 2021

Until further notice we will be enforcing [AZDHS Emergency Measure 2020-04](#) including but not limited to mask use and appropriate physical distancing. 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 www.lhusd.org/boardvideos.

REGULAR MEETING:

1. Routine Opening of Meeting - Call to Order

The Regular Meeting of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing President, John Masden, at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S., Lake Havasu City, Arizona at 6:00 p.m., on April 13, 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 (came in at 6:03pm)

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
Nina Mersing, Principal, Smoketree Elementary
Tamara Yates, Principal, Havasupai Elementary
Corey Triassi, Principal, Starline Elementary
Roger Burger, Principal, Nautilus Elementary
Terry Fleming, Secretary

Others: 59

1.3 Pledge of Allegiance

1.4 Call for an Executive Session – none.

2. Call to the Public – none.

3. Recognition of Visitors

- Congratulations to the new National Board Certified Teachers / Dr. Rebecca Stone: Theresa Nigg, Devin Mann, Cathy Bagby, Kelsey Gibbs, and to Christina Musselman who renewed her certification. Each new NBCT received a check from the K-12 Foundation.

- The Mighty Minions and Teacher Sponsors from Oro Grande Classical Academy shared information about their club and competitions on Robotics Stem.

4. Consent Agenda

4.1 Approval of Consent Agenda

4.1.1 Approval of Minutes:

Regular Session of March 9, 2021

Special Session of March 12, 2021; March 31, 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 \$35,172.51 and to Student Activities Organizations in the amount of \$323.51.

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

4.1.5 Approval of Travel - none

Stone

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

5. Old Business – none.

6. New Business

6.1 Approval of Discussion and Possible Action Regarding Land Exchange

Mr. Murray recommended the Governing Board discuss and possibly take action on a request to exchange land between the Lake Havasu Unified School District #1 and Mr. Mayer Akntar zad.

The Lake Havasu Unified School District #1 has received a request for an exchange of land. The District currently owns parcel #108-12-141 and Mr. Akntar zad's real estate agent states that he owns parcel #108-12-139, #108-12-140 and #108-12-144 on Swanson Avenue. The request is to exchange the district's parcel with Mr. Akntar zad's parcel #108-12-144.

The District may exchange unimproved property where the Governing Board determines that the property is unnecessary for the continued operation of the school district without requesting authorization by a vote of the school district electors, if the Governing Board determines that the exchange is necessary to protect the health, safety or welfare of pupils, or when the Governing Board determines that the exchange is based on sound business principles. The exchange may be for unimproved or improved property of equal or greater value, or unimproved property that the owner contracts to improve, if the value of the property ultimately received by the District is of equal or greater value.

If the Board authorizes to move forward with an exchange, the exchange would occur after an appraisal, for which Mr. Akntar zad will be responsible. Only if the district's property is of equal or lesser value than the other parcel, or improvements are made to increase the value obtained by the District, would the exchange take place.

A resolution for the land exchange must then be signed by all board members present at the board meeting at which the land exchange is approved. The resolution will authorize the Board President to sign the Land Exchange Agreement. The resolution will also direct the District to record the deed. Per the resolution, the Governing Board President will be authorized to sign the deeds at a later date.

This item has been reviewed by Business Services and District Legal.

Board members were given a copy of the draft Memorandum of Understanding that was presented at the December 18, 2018. The MOU was not approved at that time due to concerns from Mr. Akntar zad.

Mr. Masden moved, seconded by Dr. Aurand to have Mr. Akntar zad work with district attorney on the draft MOU.

Mr. Mayer Akntar zad and Realtor Amber Hoffman were present. Board ask that they provide updated specific information. Discussion ensued on building – bottom floor would be shops/possible cafeteria; 2-3 floor would be dorm rooms, and top floor would be for district staff. Discussion on what would happen if land was put up for sale –public vote, and cost to put on ballot.

Mr. Masden moved to amend motion, seconded by Dr. Aurand to have Mr. Akntar zad work with district attorney to finalize the draft MOU, and that all expenses be borne by Mr. Akntar zad.

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

6.2 Approval of Purchase of Major Clarity

Mrs. Wolter recommended that the Board approve a three-year purchase of the Major Clarity Platform to replace AZCIS. The annual amount is not to exceed \$4,300.

ADE stopped supporting the AZCIS program in August, which was used as a resource for students in grades 8 through 12 to support college and career readiness plans. It was also used for the mandatory reporting of Education and Career Action Plans (ECAP) that were put in place in 2008 by the Arizona State Board of Education for all 9th – 12th grade students. An ECAP reflects a student's current plan of coursework, career aspirations, and extended learning opportunities in order to develop the student's individual academic and career goals as well as post-secondary plans.

Counselors at the high school and middle school along with the CTE coordinator, and Director of Special

Services reviewed resources and list of platforms provided by ADE and are recommending the purchase of Major Clarity to support college and career readiness and meet the ECAP mandate. The annual cost will be \$2 per student participant for an estimated \$4,025 per year for grades 8 -12. Comparative program rates ranged from \$3.00- \$3.50 per participant per year.

The Technology Department has reviewed and approved the program for privacy and security requirements. Funds from ESSER II or WAVE CTE will be used to pay for the purchase.

Dr. Aurand moved, seconded by Mrs. Roman, to approve item 6.2 as presented.

Board members feel this is well worth the cost, and it supports kids while being a financial savings.

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

6.3 Approval to Purchase Illuminate DnA as the Assessment Platform for K-12

Dr. Stone recommended that the Board approve the purchase of Illuminate DnA as the assessment platform for all LHUSD schools. Teachers will implement this platform during the 2021-2022 school year. The total cost of setup, training, and licenses for the program in year one will not exceed \$60,000.

The District currently utilizes Galileo as the district assessment platform in ELA and Math. Galileo no longer meets the security requirements for student's data privacy required by ADE. We worked with teachers to determine the features needed in an assessment platform which included a user friendly platform that supports benchmark, formative, and summative assessments, integrates with synergy, houses all assessment results to include state testing and reporting features that support data analysis to improve instruction. Our Core Knowledge assessments will be imported into the system so we are better able to assess student progress in the curriculum and support intervention as needed.

DIBELS will continue to be used to assess all students reading skills K-4. The contract has been reviewed and approved by legal. The item has been reviewed by purchasing.

Mrs. Roman moved, seconded by Dr. Aurand, to approve item 6.3 as presented.

Dr. Stone stated that the cost of this platform will be less than the current Galileo and Map assessment.

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

6.4 Approval of Comprehensive Annual Financial Report for Fiscal Year 2019-20

Mr. Murray recommended the Governing Board approve the Comprehensive Annual Financial Report (CAFR), Single Audit, and USFR questionnaire for fiscal year 2019-20.

The Lake Havasu Unified School District #1 is required to obtain an annual financial audit because the district expends \$750,000 or more in federal awards, subject to the requirements of the Single Audit Act Amendments of 1996 and the implementing regulations of the Office of Management and Budget (OMB). The audit firm of Heinfeld and Meech has provided their final report. The report has been sent electronically, for your review. Copies of the report will be provided to the Arizona Department of Education and the Auditor General's offices.

Electronic copies of the above listed items will be sent to the Governing Board prior to the meeting. The public may request an electronic copy of the Audit from the Superintendent's Office.

A permanent copy of the report will be kept on file in the business office for future reference.

Mr. Masden moved, seconded by Dr. Aurand, to approve item 6.4 as presented.

Mr. Murray stated this the CAFR is another form of financial transparency and disclosure for our community.

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

6.5 Approval to Request Applicants for Employee Benefit Trust Board Trustees

Mr. Murray recommended the Governing Board approve a request to begin the application process and advertise upcoming vacancies for two Employee Benefit Trust (EBT) board positions.

In alignment with A.R.S. 15-382C, the "Amended Agreement and Restated Declaration of the Lake Havasu Unified School District #1 Employee Benefit Trust" (EBT Trust Agreement) states the Trust will be administered by either 5 or 7 voting trustees appointed by the LHUSD#1 Governing Board. The Trust agreement stipulates that EBT trustees serve a 3 year term, and with the restated agreement, may only serve two consecutive 3 year terms.

Two current EBT trustees' term expires on June 30, 2021. The application process will be open to all

interested individuals. A member whose term is expiring may re-apply, conditional to the terms outlined in the Trust agreement. The Governing Board will follow policy EIC Self-Insurance Programs (Employee Benefit Trust) adopted October 17, 2017. It is anticipated with the move to Northwest Arizona Employee Benefit Trust, no LHEBT board terms will extend beyond 2022.

Current EBT board trustees are as follows:

Amy Barney	Employee/Community Member	Expiration 6-30-2021
Julie Sasseeen	Community Member	Expiration 6-30-2021
Marcia Cox	Community Member	Expiration 6-30-2022
Vacant	Community Member	Expiration 6-30-2022
Stephanie Lueras	Community Member	Expiration 6-30-2023

Mr. Neidermann moved, seconded by Dr. Aurand, to approve item 6.5 as presented.

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

6.6 Approval of Contracted Services through Education Services, Inc., for Subsource Program

Mrs. Festa-Daigle recommended that the Governing Board approve the contract for services with Educational Services, Inc., (ESI) for the SubSource program for the 2021-22 school year.

LHUSD is recommending the continuation of contracted services with ESI. Had LHUSD employed long term substitutes during 20-21 school year, our cost for health care, benefits, and accrued leave would be approximately \$95,000 for the year. Through March 4, LHUSD has spent \$373,023 with ESI for SubSource to pay for substitutes.

ESI provides substitute fairs throughout the year to grow the certified and classified substitute pool. They also provide training and onboarding services that are determined by LHUSD to align with our goals. ESI currently provides 54 substitutes for LHUSD.

Employers must permit employees to accrue (and use) up to 40 hours of paid sick time per year. ESI will continue to track this benefit and pay for all eligible sick time without impact to the availability of substitutes for the District.

Our substitutes will continue to work with our sub coordinator and use Frontline to accept jobs. Our teachers and administrators will continue to be able to request specific substitutes through Frontline, work with our sub coordinator and provide feedback.

Cost to the District will continue to be 10% of daily rate of substitute pay. Educational Services Inc. is currently on MESC Contract 17A-ESI-0518. This contract has been reviewed by purchasing and legal counsel.

Mrs. Roman moved, seconded by Mr. Neidermann, to approve item 6.6 as presented.

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

6.7 Approval of Purchase – Computer Replacement for Labs

Mrs. Festa-Daigle and the LHUSD Technology Department recommends replacing 70 student computers at Thunderbolt with new Lenovo computers with a 3-year manufacturer's warranty at a total purchase not to exceed \$40,000.

Replace aging computer systems in 2 of the fulltime Computer Teaching Lab classrooms at Thunderbolt (70 total). The existing systems have been in use for 3-5 years. The existing computers will be refurbished in-house to replace student computers that are marked for recycle. The vendor chosen is DHE Computer Systems.

BACKGROUND: During planning for the 2017 and 2020 bond issuance, funding for replacements of student computers were approved.

COSTS / FUNDING: The current bond issuance provides funding for a districtwide replacement.

- Total purchase not to exceed \$40,000.
- 3 separate vendor quotes were obtained. DHE matched our needs by way of product, price & availability.

PROJECTED TIMELINE: The computers and will be prepared and installed by the LHUSD Technology Department this summer and be ready for use at the beginning of the school 21-22 year.

This has been reviewed by the Purchasing Department and Legal.

Dr. Aurand moved, seconded by Mr. Neidermann, to approve item 6.7 as presented.

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

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

Mr. Murray Approval of Vouchers – Vouchers for March 2021 / \$4,256,399.18

Student Activity Funds for K-12 for February 2021 / \$274,018.17

Auxiliary Funds for February 2021:

Smoketree	\$ 19,143.63
Thunderbolt	\$ 128,657.61
Havasupai	\$ 13,193.86
Starline	\$ 23,900.83
Nautilus	\$ 16,334.87
Oro Grande	\$ (1,095.68)
Jamaica	\$ 25,781.12
High School	\$ 517,363.73
District Office	\$ 5,392.13

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

Mrs. Roman moved, seconded by Dr. Aurand, to approve item 6.8 as presented.

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

7. Informational

* Superintendent

- Dr. Stone congratulated the NBCT and thanked the Mighty Minions again.
- We are in the final quarter of the school year and headed towards the end of the year. Information on summer school will be out shortly.

* Governing Board

- Dr. Aurand shared that LHUSD will be offering a Summer Stem Academy.
- Mrs. Roman would like to suggest that the Governing Board return to having their board meeting in the District Office boardroom.

8. Call to the Public – none.

9. Communications

- The next regular board meeting will be Tuesday, May 4, 2021.

10. Adjournment

Mrs. Roman, seconded by Dr. Aurand to adjourn at 7:11 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 April 13, 2021, are approved as submitted.

John Masden, Board President

Eric Aurand, Board Vice President

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OR MODIFICATION OF AGENDA

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

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

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF PERSONNEL REPORT

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

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

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

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT # 1

PERSONNEL REPORT

DATE: May 4, 2021 REVISED

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

EMPLOYMENT:

Wiemann, Alicia
Alicia has joined Smoketree effective 03/08/2021. Special Education SDC Teacher/ Smoketree
\$9,574.47

SEPARATIONS:

Baehr, Amanda
Amanda has given notice that she is resigning and her last day will be 05/21/2021. 5th Grade Teacher/ Starline

Balsamo, Corina
Corina gave notice of her resignation and her last day was 03/31/2021. Special Education Preschool Teacher/ Smoketree

Donoghue, Kathleen
Kathleen has given notice that she is resigning and her last day will be 05/21/2021. 2nd Grade Teacher/ Nautilus

Halls, Hayley
Hayley has given notice that she is resigning and her last day will be 05/21/2021. PE Teacher/ Smoketree

Helman, Bonnie
Bonnie has given notice that she is retiring and her last day will be 05/07/2021. 1st Grade Teacher/ Jamaica

Norman, Kristal
Kristal has given notice that she is resigning and her last day will be 05/21/2021. CTE Digital Communications/ LHHS

Sieh, Jill
Jill has given notice that she is resigning and her last day will be 05/21/2021. Reading Interventionist/ Oro Grande

Wilcox, Carrie
Carrie has given notice that she is resigning and her last day will be 05/21/2021. 4th Grade Teacher/ Nautilus

LONG TERM LEAVE: None

EXCEPTION TO POLICY:

Helman, Bonnie
Bonnie has requested an exception to policy. Administration approves this request. 1st Grade Teacher/ Jamaica

OTHER: None

**SUPPORT PERSONNEL:
ACTION ITEM(S)**

EMPLOYMENT:

Bender, K'Lee
90 day probation period complete. Duty Aide/ Oro Grande
\$12.15

Berstler, Faith
90 day probation period complete. Nurse/ Jamaica
\$23.10

Crew, Ann
90 day probation period complete. Special Education Paraprofessional/ LHHS
\$12.75

Green, Barbara 90 day probation period complete.	Administrative Assistant/ Personal \$15.00
Harrington, Cary 90 day probation period complete.	Duty Aide/ Havasupai \$12.15
Lopez, Carrienne 90 day probation period complete.	Personal Care Assistant/ Starline \$14.25
Maguire, Erin 90 day probation period complete.	Duty Aide/ Jamaica \$12.15
Rodriguez, Crystal 90 day probation period complete.	Special Education Paraprofessional/ Jamaica \$13.25
Rosen, Russell 90 day probation period complete.	Computer Technician/ Technology \$19.25
Vasquez, Sabrina 90 day probation period complete.	Paraprofessional/ Starline \$13.25

SEPARATIONS:

Collins, Cara
Cara has given notice that she is resigning and her last day will be 05/20/2021. Personal Care Assistant/ Starline

Cormier, Elise
Elise gave notice of her resignation. Her last day was 04/16/2021. Administrative Assistant/ Grants

Eberling, Kathleen
Kathleen resigned and her last day was 04/16/2021. Duty Aide/ Nautilus

Krueger, Vicki
Vicki gave notice of her resignation. Her last day was 04/23/2021. Duty Aide/ Thunderbolt

Lopez, Carrienne
Carrienne will not be returning next school year. Her last day will be 05/20/2021. Special Education Paraprofessional/ Starline

Chinen-Smith, Hannah
Hannah has given notice that she is resigning and her last day will be 06/25/2021. Custodian/Jamaica & Nautilus

Vasquez, Sabrina
Sabrina has given notice that she is resigning and her last day will be 05/20/2021. Paraprofessional/ Starline

LONG TERM LEAVE:

Dudek, Amy
Amy has requested an extended leave of absence effective 03/29/2021 through 04/09/2021. Preschool Personal Care Assistant/ Smoketree

EXCEPTION TO POLICY: None

OTHER:

Dixon, Delano
Delano transferred from Duty Aide at Thunderbolt effective 03/31/2021. Security Guard / LHHS

STIPENDS: Attached is a list of stipends submitted for approval for April 17, 2021 – May 28, 2021.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: GIFTS AND DONATIONS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

It is recommended the Governing Board accept gifts to the Lake Havasu Unified School District in the amount of \$6,854.48. A listing of the individual gifts is on the attached sheet.

The following donations were made to the student activity account at Smoketree Elementary School:

- LHHS Hot Rod Knights received one 2000 Volkswagen Beetle valued at \$5,131.00

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

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

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

Approved for Transmittal to Governing Board


Superintendent

GIFTS TO SCHOOL - FY 2020-21

QUANT	GIFT	DONOR	LOC/USE	VALUE	MO.TOTAL	YTD TOTAL
1	Linksys E4200 Router	Dana Von Ark	Technology	\$35.00		
1	Scholastic	Starline PTA	Starline	\$6,499.03		
140	Bottles of Water	Bashas	Thunderbolt - Evening of Excellence	\$20.45		
1	Monetary Donation	A-1 Vending	District - Vending Funds	\$100.00		
1	HP255 G& Notebook & ASUS Monitor	Collette Felton	Technology	\$200.00		
	April-21				\$6,854.48	\$258,513.84

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF OVERNIGHT AND/OR OUT-OF-STATE STUDENT TRAVEL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the attached student travel request(s).

Approved for Transmittal to Governing Board


Superintendent

Request for Board Approval of Overnight and/or Out-of-State Student Travel

1. Lake Havasu High School

Who: LHHS Close Up
Where: Honolulu, HI
When: February 12-18, 2022
Faculty: Brian Zemojtel and another teacher
of Chaperones: 2
of Students: approx. 20
Ratio: 1:10 [per policy must be 1:10 ratio]

Purpose: This unique program in Honolulu focuses on international relations, specifically within the context of the Asia-Pacific region. From visits to famous landmarks, such as Pearl Harbor and Punchbowl National Cemetery to discussing how a country uses tools of foreign policy to respond to a crisis situation, students get an in-depth look at the complexities of diplomacy and will gain a better understanding of U.S. foreign policy.

Like all other Close Up programs, our Asia Pacific program retains the same goal of promoting active citizenship. Students learn how foreign policy decisions affect their lives directly and indirectly. Close Up's highly-trained Program Instructors stimulate discussions among students and ensure that students understand how governments formulate foreign policy and how they interact with one another on the global stage. Program instructors also help students make the connection to their role as a citizen in influencing foreign policy. Closeup.org

Missed School Days: 4 ½ days

Cost: Approx. \$2,800 [per student]
Food: included
Hotel: included
Bus: \$1,585 paid through Close Up Tax Credit account
Substitute(s): \$800 paid through Close Up Tax Credit

Cost to District:

None

Cost Includes:

- Three meals per day
- Travel expenses
- All logistics, planning, and travel arrangements
- Coach bus transportation around the city
- Enriching educational materials and resources
- Top-notch instruction from trained educators
- Quality hotel accommodations
- All entrances fees and gratuities
- Booking speakers and Congressional meetings
- 24-hour adult supervision

Paid by: Close Up Tax Credit, fundraising and students

Transportation: District bus to Las Vegas Airport on February 11, 2022. Bus pick up: February 18, 2022 [District bus, WAVE bus, chartered bus, District car, summer only-parents take to airport, etc.]

2. Thunderbolt Middle School

Who: Thunderbolt Educational Travel Club -7th/8th grade
Where: Florida Keys, FL
When: May 30 - June 2, 2022

Faculty:	Micky Moschetti
# of Chaperones:	4
# of Students:	40
Ratio:	10:1
Purpose:	Reinforce science standards and curriculum through travel and educational activities. See attached itinerary and overview below.
# Missed School Days:	0
Cost:	\$2,479 before June 4, 2021 / \$2,629 after June 4, 2021
Cost to District:	None
Cost Includes:	Transportation to airport from LHC, airfare, hotel accommodations, meals, activities and learning experiences, daily guide
Paid by:	Families out of pocket, limited fundraising, tax credit
Transportation:	Rental motorcoach and airplane

Florida Science: Splash into Science Student Tour 5 Days

Day 1 : Welcome to Florida!

- Arrive in Miami, FL: Meet your WorldStrides representative.
- Travel to Key Largo and check into your hotel:
- Dinner:
- Orientation: Meet your Course Leader on the hotel's pool deck for an orientation of your upcoming Florida adventures. Learn about some of the topics you'll cover throughout the week by participating in an exciting team-building activity.
- Overnight in Key Largo:

Day 2 : Explore Key Largo's Natural World

- Breakfast:
- Beach Snorkel: Your first snorkeling experience of the week! Your Course Leader will cover all of the tips you need to know for a safe and successful snorkel. Once you get the hang of it, practice using your underwater camera to snap photos.
- Picnic lunch:
- Pennekamp State Park: Navigate the trails and boardwalks with your Course Leader through the fascinating tropical hammock and mangrove swamps of Pennekamp State Park. Catch a glimpse of the wildlife, including herons, egrets, cormorants, and woodland birds.
- Dolphin Experience: Your encounter with these beautiful mammals is sure to be an experience you will never forget. Get in the water to swim with these playful creatures while observing dolphin behavior and anatomy. Learn what it takes to land an exciting and rewarding career as a dolphin trainer.
- Dinner:
- Island Dolphin Care Center: Roll up your sleeves and explore an expansive touch tank inhabited by sea stars, sea cucumbers, crabs, conchs, and rare sea creatures! Head over to the center's laboratory for a squid dissection before sampling a local culinary treat.
- Overnight in Key Largo:

Day 3 : Continue to Discover Marathon

- Breakfast:
- Turtle Hospital: Meet the veterinarians, researchers, and staff who have helped to rehabilitate more than 1,000 sick and injured sea turtles at this world-class sea turtle hospital. See an operating room, where turtles are treated for a range of ailments; observe turtles recovering from surgery in the rehabilitation facility; and learn about conservation efforts of rescued sea turtles.
- Lunch:
- Curry Hammock State Park: Venture south to a more remote area of the Keys and explore seagrass in an area that is exclusive to your group. Compare findings with your peers and discuss the overall health of Florida's ecosystems.
- Dinner:
- Coral Reef Fish Identification: During this role-playing exercise, you'll learn how to identify where fish live in the marine shelf based on their adaptations.
- Overnight in Key Largo:

Day 4 : Examine Key Largo!

- Breakfast and hotel check-out:
- Garden Cove Kayak Trip: Learn the importance of teamwork as you work in pairs to kayak in and out of different habitats, including mangrove tunnels and coastal areas.
- Lunch:

- **Reef Snorkel Trip:** Ride a boat to one of Florida's spectacular offshore coral reefs at Pennekamp State Park, the first underwater park in the United States. Slip into the water to snorkel amid thousands of vibrant tropical fish and coral.
 - **Visit a local fruit stand:** (time permitting)
 - **Depart the Keys for the Florida Everglades.:**
 - **Everglades National Park:** Take an evening hike through the only subtropical preserve in North America. Hear the sounds of thousands of birds, insects, and frogs as you hike beneath the spectacular starry sky in the Everglades. While crossing the boardwalk hovering over the dark marshes, try to catch a glimpse of the alligators lurking below.
 - **Hotel check-in and dinner:**
 - **Overnight in the Everglades:**
- Day 5 : Shark Valley and Beyond**
- **Breakfast and hotel check-out:**
 - **Shark Valley Tram Tour:** A park ranger will lead you on a tram tour to see alligators, snakes, and countless birds. Learn to properly use binoculars as you observe these animals in their natural habitat.
 - **Lunch:**
 - **Depart Miami for home.:** *This itinerary may be modified and inclusions and airports substituted depending on your travel dates, arrival and departure times, national holidays, hours of operation, and events beyond WorldStrides' control.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF STUDENT HANDBOOKS FOR 2021-22 SCHOOL YEAR

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the 2021-22 Student Handbooks:

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

A copy of the 2021-22 Students Handbook, along with the changes for 2021-22 will be provided electronically to the Governing Board prior to the May 4 board meeting.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
AGENDA ACTION ITEM

TOPIC: APPROVAL TO REPLACE LEASED COPIERS DISTRICTWIDE

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

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

RATIONALE:

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

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

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

The quote from Ricoh was sent to the Board prior to the May 4th meeting.

This item has been reviewed by the Business Office.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL FOR RETROACTIVE AND FUTURE PURCHASES OF DOOR/GATE HARDWARE, MECHANISMS, AND RELATED ITEMS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

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

RATIONALE:

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

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

This approval will allow the District to continue to address our known needs, as well as the inevitable failures of door/gate hardware, mechanisms and related items in the future.

This item has been approved by the Business Department

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF 2020-21 REVISED BUDGET

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: May 4, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the 2020-21 revised budget and any over expenditures in any of the following programs within the M&O budget for the fiscal year 2021, while not overspending the overall budget limit.

- Regular education
- Special education
- Pupil transportation

RATIONALE:

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

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

The revised budget and summary sheets will provided to the Governing Board for review.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF THALES FINGERPRINT VENDOR**SUBMITTED BY:** Jaime Festa-Daigle, Director of Personnel / Technology**DATE FOR BOARD CONSIDERATION:** May 4, 2021**RECOMMENDATION:**

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

RATIONALE:

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

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

This agreement has been approved by business services and legal.

Approved for Transmittal to Governing Board


Superintendent



AGREEMENT FOR PURCHASE AND MAINTENANCE
OF THALES DIS USA LIVESCAN EQUIPMENT AND
AND LICENSE AND SUPPORT OF THALES DIS USA LIVESCAN SOFTWARE

This Agreement for Purchase and Maintenance of Thales Livescan Equipment and License and Support of Thales Livescan Software (the "Agreement") is made and entered into this ____ day of _____, 20__ by and between Thales DIS USA, Inc. ("Thales"), with its principal place of business located at 9442 North Capital of Texas Highway Plaza II, Suite 400, Austin, TX 78759 and _____ ("Contractor"), whose principal place of business is located at _____ individually a "Party" and collectively, the "Parties."

ARTICLE 1. SCOPE

- (a) Contractor agrees to provide the fingerprinting services set forth in attached Exhibit A ("Statement of Work").
- (b) Thales agrees to sell Thales Livescan equipment ("Livescan Equipment") and license Thales Livescan software ("Livescan Software") to Contractor, configured to support fingerprint submission transactions to the Repository, and provide maintenance and support, all as set forth herein in this Agreement and its attached Exhibits. The Repository is the authority, either law enforcement or other, legally entitled to receive electronic fingerprint submissions from the Contractor by way of Thales.

ARTICLE 2. PRODUCT PRICING; PAYMENT

- (a) Product pricing is set forth in attached Exhibit B ("Product Pricing").
- (b) All orders require payment in full before equipment will be approved for shipment, unless otherwise set forth in Exhibit A. Once Thales receives your signed Agreement, a Pro Forma Invoice along with payment instructions will be provided.

ARTICLE 3. WARRANTY

- (a) Thales hereby represents and warrants to Contractor that: (i) each piece of Livescan Equipment will be free from defects in materials and workmanship under normal use for a period of one (1) year from the delivery of the equipment; and (ii) Livescan Software will substantially operate in accordance with Thales's written specifications for a period of one (1) year from the delivery of the Livescan Software. THALES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Thales does not warrant that the Livescan Equipment and Livescan Software will operate in combination with hardware, software, systems or data not provided by Thales or that the operation of the equipment or software will be uninterrupted or error-free.

(b) Contractor must report to Thales any breach of the warranties during the warranty period. Contractor's sole and exclusive remedies, and Thales's entire liability, will be: (i) for a breach of the Livescan Equipment warranty, the correction of the error or defect that caused the breach of warranty, or if Thales is unable to make the Livescan Equipment operate as warranted, the replacement of the defective Livescan Equipment; and (ii) for a breach of the Livescan Software warranty, to correct or provide a reasonable workaround for the Livescan Software errors that caused the breach of warranty, or if Thales is unable to make the Livescan Software operate as warranted, Contractor will be entitled to terminate the license of the Livescan Software and recover the fees paid to Thales for such license.

(c) Thales will have no liability or obligations under this Article 3 where a breach of warranty is attributable in whole or in part to (i) abuse, misuse (including use of Livescan Equipment or Livescan Software for purposes other than that for which it was designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of Livescan Equipment or Livescan Software; (ii) Contractor's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Thales.

(d) Replacement or repair of Livescan Equipment or Livescan Software does not extend its warranty period beyond the original warranty expiration date.

ARTICLE 4. LIVESCAN SOFTWARE LICENSE

(a) Subject to Contractor's compliance with the terms and conditions of this Agreement, Thales hereby grants to Contractor a non-exclusive, non-transferable license (without the right to sublicense): to use the Livescan Software solely for Contractor's own business operations, solely at the installation site and on the equipment on which the Livescan Software is first installed (or, on a temporary basis, on a backup system at the installation location if such equipment is inoperative), consistent with the limitations specified or referenced in this Agreement and in the Livescan Software documentation; to use the documentation provided with the Livescan Software in support of Contractor's authorized use of the Livescan Software; and to make one copy of the Livescan Software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

(b) Contractor will not copy or use the Livescan Software (including its documentation) except as expressly permitted by this Agreement. Contractor will not modify the Livescan Software, except to the extent expressly approved in advance by Thales in writing. Contractor may not sublicense, sell, lend, give, transfer, assign, rent or lease the Livescan Software or use the Livescan Software for third-party training, commercial time-sharing or service bureau use. Contractor will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Livescan Software, except to the extent expressly permitted by applicable law, and then only after (i) Contractor has notified Thales in writing of its intended activities and the information sought and (ii) Thales fails to provide Contractor with such information within a reasonable period of time following such notice. Contractor will not

remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the Livescan Software.

(c) Contractor hereby acknowledges and agrees that all Livescan Software is licensed and not sold to Contractor.

(d) If the equipment purchased hereunder is sold or assigned to a third party, Contractor will remove all Livescan Software from such equipment prior to delivery to the third party.

ARTICLE 5. USE OF LIVESCAN EQUIPMENT AND LIVESCAN SOFTWARE

Contractor understands that in all cases, the Livescan Equipment and Livescan Software shall only be used in conjunction with the collection and submission of data to Thales and shall not be used for any other purpose without Thales's express prior written permission.

ARTICLE 6. INDEPENDENT CONTRACTORS

The relationship between the Parties under this Agreement shall be one of independent contractors. Neither Contractor nor any of its employees shall be deemed employees or agents of Thales for any purpose.

ARTICLE 7. FINGERPRINTING REQUIREMENTS

(a) Contractor shall provide to Thales the names of all employees assigned to perform work under this Agreement if requested. Compliance with standard Livescan operations, as defined by Thales in its Livescan training curriculum, is a condition of this Agreement, and Thales reserves the right to suspend or terminate this Agreement at any time for noncompliance.

(b) It is Thales's policy to ensure that all Contractors are clear of any criminal record and Contractor or their employees may be background checked at Thales's expense prior to becoming an applicant Livescan operator.

ARTICLE 8. MAINTENANCE AND SUPPORT

(a) Maintenance of the Livescan Equipment will consist of providing application updates, and replacement via our Return Manufacturing Authorization (RMA) process of any Livescan Equipment determined by Thales to be in need of repair or defective for a period of four (4) years from contract commencement.

Support of the Livescan Software will consist of 8x5 on-line diagnostic support for a period of four (4) years from contract commencement.

(b) Customer will be expected to maintain the Windows 10 operating system via Win10 updates. Similarly, the anti-virus software must be allowed to automatically update at a minimum on a monthly basis. These updates will be enabled with each new laptop from Thales and cannot be changed or modified. Any costs associated with this section (b) are not included and shall be borne separately by Customer.

(c) There will be times where remote patching or other updates may be required. Customer is expected to allow remote access and test afterwards as requested. This may include leaving a laptop on overnight or over a weekend.

(d) Thales shall have no maintenance or support obligation in the following instances: (i) abuse, misuse (including use of Livescan Equipment or Livescan Software for purposes other than that for which it was designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of Livescan Equipment or Livescan Software; (ii) Contractor's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Thales; (iv) service required due to failure of computer hardware, equipment, or software not supplied or supported by Thales; (v) negligence of Contractor or any third party; (vi) a cause or causes beyond the reasonable control of Thales; or (vii) Contractor has not installed and implemented any error corrections provided by Thales. Thales is not responsible for maintaining compatibility of Livescan Equipment or Livescan Software with third party software or third party software updates.

ARTICLE 9. LIMITATION OF LIABILITY

In no event shall Thales be liable for any indirect, consequential, special, or incidental damages, or for lost time, lost revenues or profits, or lost data related to or arising under this Agreement, however caused. Thales's liability for direct damages related to or arising under this Agreement shall not exceed a sum equal to the amount paid by Contractor to Thales under the Agreement, except that in the case of third party bodily injury or personal property damages caused solely and directly by Thales in Thales's performance of its obligations under this Agreement, there shall be no cap on direct damages.

ARTICLE 10. TERMINATION

Either Party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other Party.

Should Contractor notify Thales in writing of its desire to terminate this Agreement within the first thirty (30) days of this Agreement's Effective Date, Thales may apply a cancellation fee of up to 15% of the equipment purchase to cover return shipment and restocking processes.

ARTICLE 11. ASSIGNMENT

Neither this Agreement nor any rights or obligations under it may be assigned or delegated in whole or in part by Contractor without Thales's advance written permission.

ARTICLE 12. COMPLIANCE WITH LAWS

The Contractor shall abide by all applicable state, local, and federal laws and regulations related to its performance under this Agreement.

ARTICLE 13. NONSOLICITATION

Contractor shall not hire any officer or employee of Thales during the term of this Agreement and for twelve (12) months after this Agreement's termination or expiration.

ARTICLE 14. SEVERABILITY

Should any term or provision of this Agreement be determined to be illegal or in conflict with applicable laws, the validity of the remaining provisions shall not be affected thereby and the Agreement shall

continue in effect so long as the result is not materially adverse to either Party.

ARTICLE 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard for its conflicts of law provisions.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement and its Exhibits and any documents referenced herein contain the entire agreement between the Parties and supersede all prior understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written amendment signed by the Parties.

The Parties hereby agree to the terms of this Agreement through their duly authorized representatives.

CONTRACTOR

Thales DIS USA, Inc.

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Tax Exempt? Yes No

If Yes: _____
Tax Exempt Number

If you checked Yes above, please provide your Tax Exempt Number and a copy of your Tax Exempt Certificate with this signed Agreement.

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: May 4, 2021

RECOMMENDATION:

Approval of Vouchers – Vouchers for April 2021 / unavailable at this time

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

Auxiliary Funds for March 2021:

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

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

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

INFORMATIONAL ITEMS

TOPIC: INFORMATIONAL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: May 4, 2021

INFORMATIONAL REPORTS:

- * Superintendent
- * Directors
- * Governing Board Members

Approved for Transmittal to Governing Board



Superintendent