

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

GOVERNING BOARD MEETING

Tuesday, July 6, 2021

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

REGULAR MEETING SESSION

6:00 p.m.

2200 Havasupai Blvd.
District Office - Bldg. C

Governing Board Members

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

Administrators

Dr. Rebecca Stone, Superintendent
Aggie Wolter, Director of Student Services
Michael Murray, Director of Business Services
Lindsay Bitterman, Director of Human Resources
Jaime Festa-Daigle, Director of Student Achievement



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NEWS RELEASE

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

For Immediate Release: July 2, 2021

For Information Contact: Terry Fleming 505-6925

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

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

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

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

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

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

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

The AGENDA for the meeting is as follows:

Dated this 2nd day of July 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

July 6, 2021

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

A G E N D A

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

REGULAR MEETING SESSION:

6:00 p.m.

1. Routine Opening of Meeting

1.1 Call to Order

President

1.2 Moment of Silent Prayer or Reflection

1.3 Roll Call

1.4 Pledge of Allegiance

1.5 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.")*

1.6 Call for Budget Hearing

BUDGET HEARING: ARS 15-905-01, ARS 15-905

1. Budget Hearing 2021-22 Expenditure Budget

Murray

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. Spotlights and Recognitions

President

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

4. Consent Agenda (Action Items)

4.1 Approval of Consent Agenda

President

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

4.1.1 Approval of Minutes:

Regular Session of June 15, 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 \$25,681.32 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. Discussion Items – none

6. Action Items

- | | | |
|------|---|---------------|
| 6.1 | Approval of Expenditure of Insurance Proceeds for Fiscal Year 2021-22 | Murray |
| 6.2 | Approval of Disposition of Litigation Proceeds for Fiscal Year 2021-22 | Murray |
| 6.3 | Approval to Adopt Expenditure Budget for 2021-22 | Murray |
| 6.4 | Approval to Purchase Computers for the Lake Havasu High School Software Development Lab and Allied Health Lab | M. Becker |
| 6.5 | Approval to Purchase Student Transportation (Bus Purchases) | Murray/Keirns |
| 6.6 | Approval to Purchase Maintenance and Tech Vehicles | Murray |
| 6.7 | Second Presentation/Review of Revised Policy IKFB Graduation Exercises | Stone |
| 6.8 | Approval of Memorandum of Understanding for Havasu Community Health Foundation Afterschool SAP Program | Wolter |
| 6.9 | Approval of Purchase of Contracted Occupational Therapy through The Stepping Stones Group | Wolter |
| 6.10 | Approval of Expenditure for SchoolsPLP | Festa-Daigle |
| 6.11 | Approval of Vouchers, Student Activity Funds, and Auxiliary Funds | Murray |
| 6.12 | Approval of Renewal of SEAS Education, Inc. Arizona School Medicaid Direct Service Agreement 2021-22 | Wolter |
| 6.13 | Approval of Amplify Expenditure | Festa-Daigle |

7. Informational

- * Superintendent
- * 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 |
| <i>(This item is on the agenda to permit the media to ask questions clarifying the factual transmission of the business of the Board.)</i> | |

10. Adjournment

President

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

**Tuesday, August 17, 2021 6:00 p.m.
District Office Boardroom, 2200 Havasupai Blvd.**



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LAKE HAVASU UNIFIED SCHOOL DISTRICT #1***INFORMATIONAL*****TOPIC:** BUDGET HEARING 2021-22 Expenditure Budget**SUBMITTED BY** Michael Murray, Director of Business Services**DATE FOR BOARD CONSIDERATION:** July 6, 2021**INFORMATIONAL:**

The District must adopt a 2021-22 budget no later than July 15, 2021, and file the adopted budget with the Mohave County School Superintendent and the Superintendent of Public Instruction no later than July 17, 2021. The proposed budget summary was posted on the Arizona Department of Education Website on June 24, 2021.

In accordance with A.R.S. 15-905(A)(2), districts that maintain a website must provide a link on their website to ADE's website where the district's proposed budget summary can be viewed. Districts must also e-mail the School Finance Budget Team a clickable link to their web page where the link to the proposed budget was placed. A copy of the e-mail and a screen shot of the website will be retained in the file located in the district's business office.

The full proposed and adopted budgets are kept on file at the District Business Office and in the Governing Board minutes, and are made available to the public upon request.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

RECOMMENDATION:

IT IS RECOMMENDED THAT THE BOARD APPROVE THE CONSENT CALENDAR AS PRESENTED IN THE ATTACHED RECOMMENDATIONS.

Approved for Transmittal to Governing Board



Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF MINUTES

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

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

Regular Session of June 15, 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

June 15, 2021

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, in the Boardroom of the District Office in Building C, located at 2200 Havasupai Blvd., Lake Havasu City, Arizona, at 6:00 p.m., on June 15, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

ADMINISTRATION PRESENT:

Dr. Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology
Corey Triassi, Principal, Starline Elementary
Andrea Helart, Principal, Jamaica Elementary
Terry Fleming, Secretary

Others: 15

1.3 Pledge of Allegiance

1.4 Call for an Executive Session – none.

2. Call to the Public

- Steve Sinkey, Lake Havasu Regional Orchestra and Symphonic Winds, request information on opening of Lake Havasu High School band room for use of their rehearsals and performances. Mr. Murray stated the District is in the process of opening back up to the public and requests should come through the Business Office. The District Facility Use Manual is currently being revised with legal.

3. Recognition of Visitors

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski was present but had no report to share.

4. Consent Agenda

4.1 Approval of Consent Agenda

4.1.1 Approval of Minutes:

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

4.1.2 Approval or Modification of Agenda

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

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

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

4.1.5 Approval of Travel – none.

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

Stone
Murray

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

5. Old Business – none.

6. New Business

6.1 Approval of Renewal of Taher Food Service Contract for 2021-2022

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

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

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

A Taher, Inc. representative, Chris Gallaga, was available at the meeting to answer any questions.

Dr. Aurand moved, seconded by Mrs. Roman to approve item 6.1 as presented.

Mr. Gallaga expects for the next school year to have challenges with supplies (foods) and staffing. Currently, during summer school they are serving around 900 meals a day.

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

6.2 First Presentation/Review of Revised Policy IKFB Graduation Exercises

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

		Page
Policy Advisory No. 679 IKFB Graduation Exercises	Stone	1

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

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

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

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

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

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

6.3 Approval of Memorandum of Understanding between Hospice of Havasu and Lake Havasu Unified School District #1 and Lake Havasu High School

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

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

The Memorandums of Understanding have been approved by legal.

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

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

6.4 Approval of Renewal of Memorandum of Understanding for WACOG Head Start Preschool Classroom Facilities

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

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

A copy of the agreement has been reviewed by legal.

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

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

6.5 Approval of Memorandum of Understanding for WACOG Head Start Collaborative Readiness Activities

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

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

Mrs. Roman moved, seconded by Mr. Neidermann, to approve item 6.5 as presented.

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

6.6 Approval of Renewal of Memorandum of Agreement for WACOG Head Start for Provision of Preschool Special Education Services

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

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

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

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

6.7 Approval of Follett Destiny Licensing Purchase

Mrs. Festa-Daigle recommended the Governing Board approve the agreement for Follett Destiny hosted licensing that will serve as an update for the current library software.

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

The existing onsite server and Operating System must be retired, as it will no longer meet current security

standards used to protect LHUSD staff and students.

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

This purchase is based on the Follett Destiny Management Agreement and pricing provided by Mohave Educational Services Cooperative Contract 19H-FOLL-1003. This purchase has been reviewed and approved by the Business Department and legal. Funding sources will be M&O Library and Capital Instruction.

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

Mrs. Festa-Daigle stated the cost of the licensing is comparable to past costs, and the system does not collect any data on students.

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

6.8 Approval of Lake Havasu Unified School District #1 Administrator Evaluation and Growth System

Mrs. Festa-Daigle recommended that the Board approve changes to the LHUSD Administrator Evaluation and Growth System.

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

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

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

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

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

Mr. Neidermann moved, seconded by Mrs. Roman, to approve item 6.8 as presented.

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

6.9 Approval of 2021-22 Pay for Performance Plan

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

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

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

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

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

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

Members of LHUSD District 301 committee for 2021-22:

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

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

Mrs. Roman moved, seconded by Mrs. Aliyar, to approve item 6.9 as presented.

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

6.10 Approval of Renewal of Services for Frontline for Human Resources and Time Card Services

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

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

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

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

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

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

The contract was reviewed by purchasing and legal.

Mrs. Roman moved, seconded by Dr. Aurand, to approve item 6.10 as presented.

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

6.11 Approval of Contract for District Standardized Apparel Activities

Mr. Murray recommended the Governing Board approve the award for district standardized apparel to

Natural Tease as the low, responsive, responsible bidder.

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

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

A copy of IFB 20-21-01, amendments, and backup from the awarded vendor was provided to the Governing Board for review prior to the meeting. The Business Department and a Valley Schools procurement representative reviewed this item. Natural Tease was the low bidder of the three vendors that responded.

Mrs. Roman moved, seconded by Dr. Aurand, to approve item 6.11 as presented.

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

6.12 Approval of Resolutions Fiscal Year 2021-2022

Mr. Murray recommended the Governing Board approve Resolutions No. 2021-22-01 through 2021-22-10.

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

Mr. Neidermann moved, seconded by Dr. Aurand, to approve item 6.12 as presented.

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

6.13 Approval of Resolution 2021-22-11 and Borrowing Request to Wells Fargo Bank

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

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

Attached for approval was the resolution of the Board authorizing the borrowing request. This item has been reviewed by the district's legal counsel.

Mrs. Roman moved, seconded by Mrs. Aliyar, to approve item 6.13 as presented.

Mr. Murray explained the reasoning for the borrowing request, and stated that if it ever was necessary to borrow on the line of credit the Board would be asked to approve after the fact.

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

6.14 Appointment of Employee Benefit Trustees

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

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

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

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

Dr. Aurand moved, seconded by Mrs. Roman, to approve item 6.14 as presented.

Mr. Murray ask that Board approve the two applicants that are currently serving on the EBT Board; Amy Barney and Julie Sasseen. He stated that the EBT is in the wind down period and closing down open accounting matters. Mrs. Roman thanked the Trustees for their service.

Dr. Aurand amended his motion, seconded by Mrs. Roman, to approve Amy Barney as the Employee Member and Julie Sasseen as a Community Member.

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

6.15 Approval of Use of Facilities Agreement with Havasu Heat Activities

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

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

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

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

Discussion ensued on concerns and procedures regarding the agreement. Mrs. Kari Thompson, current LHHS softball coach, and Mr. Norm Lyon, Havasu Heat representative, joined in the discussion. Discussion led to several changes in the agreement that Mr. Murray would make; games scheduled between May 15 and September 1, and the word 'turf' added to section 2i.

Mr. Masden moved, seconded by Mrs. Roman, to approve item 6.15 with the proposed changes.

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

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

Mr. Murray recommended the approval of:

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

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

Auxiliary Funds for April 2021:

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

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

Dr. Aurand moved, seconded by Mrs. Roman, to approve item 6.16 as presented.

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

7. Informational

* Superintendent

- Summer school has started at every school, and STEM Camp is currently taking place.

* Governing Board

- Mrs. Roman reported that she is impressed with the culture of our District's summer school. She appreciates all the work going into this and the positive impact it is having.

8. Call to the Public – none.

9. Communications

- The next regular board meeting will be Tuesday, July 6, 2021, at the District Office Boardroom.

10. Adjournment

Mr. Neidermann moved, seconded by Dr. Aurand to adjourn at 8:01 p.m.

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

Video of the entire meeting may be seen on the District website [\[www.lhusd.org/boardvideos\]](http://www.lhusd.org/boardvideos) under Governing Board.

Minutes of the Regular Governing Board meeting of June 15, 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: July 6, 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: Lindsay Bitterman, Director of Human Resources

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

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

Approved for Transmittal to Governing Board



Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT # 1

PERSONNEL REPORT

DATE: July 6, 2021**CERTIFIED PERSONNEL:
ACTION ITEM (S):****EMPLOYMENT:**

Ewald, Julia 4th Grade Teacher/ Jamaica
Julia will be joining Jamaica in the 2021-22 school year. \$37,000.00

Garitee, Jennifer Kindergarten Teacher/ Havasupai
Jennifer will be joining Havasupai in the 2021-22 school year. \$37,000.00

Leffler, Kristen 4th Grade Teacher/ Nautilus
Kristen will be joining Nautilus in the 2021-22 school year. \$37,000.00

Luther, Sarah 2nd Grade Teacher/ Jamaica
Sarah will be joining Jamaica in the 2021-22 school year. \$37,000.00

Miller, Abbey Counselor/ Havasupai
Abbey will be joining Havasupai in the 2021-22 school year. \$40,867.00

Powers, Zoe Special Education Teacher/ Nautilus
Zoe will be joining Nautilus in the 2021-22 school year. \$43,500.00

Shinn, Rickey 6th Grade Teacher/ Smoketree
Rickey will be joining Smoketree in the 2021-22 school year. \$38,500.00

Smith, Victoria 1st Grade Teacher/ Jamaica
Victoria will be joining Jamaica in the 2021-22 school year. \$37,000.00

Stauffer, Tara Counselor/ Thunderbolt
Tara will be joining Thunderbolt in the 2021-22 school year. \$40,867.00

Valentine, Arthur 7th Grade English Interim Teacher/ Thunderbolt
Arthur will be joining Thunderbolt in the 2021-22 school year. \$29,140.00

SEPARATIONS: None**LONG TERM LEAVE: None****EXCEPTION TO POLICY: None****OTHER:**

Barkett, Diana 8th Grade Science Teacher/ Thunderbolt
Diana will transfer from 6th Grade Teacher at Havasupai effective 07/26/2021.

Bautista, Kaya 1st Grade Teacher/ Smoketree
Kaya will transfer from 2nd Grade Teacher at Nautilus effective 07/26/2021.

Bitterman, Lindsay Director/ Human Resources
Lindsay transferred from Principal at Thunderbolt effective 07/01/2021.

Blair, Deanna 3rd Grade Teacher/ Nautilus
Deanna will transfer from 1st Grade Teacher at Nautilus effective 07/26/2021.

Burger, Roger	Online PLP Assistant Principal/ Student Achievement
Roger transferred from Principal at Nautilus effective 07/01/2021.	
Chandler, Sara	Counselor/ LHHS
Sara will transfer from Counselor at Jamaica effective 07/13/2021.	
Charette, Rachel	3 rd Grade Teacher/ Jamaica
Rachel will transfer from 2 nd Grade Teacher at Jamaica effective 07/26/2021.	
Cornell, Tamara	4 th Grade Teacher/ Nautilus
Tamara will transfer from 3 rd Grade Teacher at Nautilus effective 07/26/2021.	
Didion, Sarah	Instructional Interventionist/ Smoketree
Sarah will transfer from Kindergarten Teacher at Nautilus effective 07/26/2021.	
Festa-Daigle, Jaime	Director/ Student Achievement
Jaime transferred from Director of Human Resources effective 07/01/2021.	
Finney, Drake	CTE Digital Communications Teacher/ LHHS
Drake will transfer from Math Teacher at LHHS effective 07/26/2021.	
Gagnon, Megan	CTE Business Management Teacher/ LHHS
Megan will transfer from 7 th Grade Science Teacher at Thunderbolt effective 07/26/2021.	
Heckel, Christina	1 st Grade Teacher/ Smoketree
Christina will transfer from 3 rd Grade Teacher at Smoketree effective 07/26/2021.	
Hookey, Thea	4 th Grade Teacher/ Starline
Thea will transfer from temporary Personal Care Assistant at Starline effective 07/26/2021.	
Kazmi, Sabrina	5 th Grade Teacher/ Starline
Sabrina will transfer from 5 th Grade Teacher at Oro Grande effective 07/26/2021.	
Kendrick, Kelsey	6 th Grade Teacher/ Jamaica
Kelsey will transfer from 5 th Grade Teacher at Starline effective 07/26/2021.	
Kuemerle, Lori	PE Teacher/ LHHS
Lori will transfer from PE Teacher at Thunderbolt effective 07/26/2021.	
McGuire, Raigan	1 st Grade Teacher/ Oro Grande
Raigan will transfer from 2 nd Grade Teacher at Oro Grande effective 07/26/2021.	
Miller, John	7 th & 8 th Grade Social Studies Teacher/ Thunderbolt
John will transfer from 7 th Grade Social Studies Teacher at Thunderbolt effective 07/26/2021.	
Montiel, Morgan	2 nd Grade Teacher/ Nautilus
Morgan will transfer from 1 st Grade Teacher at Starline effective 07/26/2021.	
Murphy, Jacqueline	Instructional Technology Coach/ Student Achievement
Jacqueline will transfer from 2 nd Grade Teacher at Jamaica effective 07/26/2021.	
Olsen, Christie	Professional Learning Coach/ Student Achievement
Christie is being reassigned from Academic Coach effective 07/19/2021.	
Olsen, Larry	Math Master Teacher/ Student Achievement
Larry will transfer from Math Teacher at LHHS effective 07/26/2021.	

Phoenix, Cassidy Speech Therapist/ Student Services
Cassidy will transfer from SLP Assistant effective 07/26/2021.

Pichardo, Carol Interim Spanish Teacher/ LHHS
Carol will transfer from SLPA in Student Services effective 07/26/2021.

Rodriguez, Crystal 6th Grade Teacher/ Jamaica
Crystal will transfer from Special Education Paraprofessional at Jamaica effective 07/26/2021.

Romm, Richard 4th Grade Teacher/ Jamaica
Richard will transfer from 6th Grade Teacher at Jamaica effective 07/26/2021.

Sautner, Virginia Curriculum & Instruction Coach/ Student Achievement
Virginia is being reassigned from Academic Coach effective 07/19/2021.

Scavuzzo, Jessica 5th Grade Teacher/ Smoketree
Jessica will transfer from Instructional Interventionist at Smoketree effective 07/26/2021.

Sepulveda, Matthew Interim 7th Grade Math Teacher/ Thunderbolt
Matthew will transfer from Title 1 Paraprofessional at Havasupai effective 07/26/2021.

Smith, Tara Reading Interventionist/ Oro Grande
Tara will transfer from 1st Grade Teacher at Oro Grande effective 07/26/2021.

Stahl, Cullen Social Studies Teacher/ LHHS
Cullen will transfer from 8th Grade Social Studies Teacher at Thunderbolt effective 07/26/2021.

Stewart, Christina Special Education Preschool Teacher/ Smoketree
Christina will transfer from 4th Grade Teacher at Smoketree effective 07/26/2021.

Stickney, Charles 7th Grade Science Teacher/ Thunderbolt
Charles will transfer from 8th Grade Social Studies Teacher at Thunderbolt effective 07/26/2021.

Tefft, Kellie 4th Grade Teacher/ Smoketree
Kellie will transfer from Kindergarten Teacher at Smoketree effective 07/26/2021.

Thunemann, Jamie Assessment and Accountability Coach/ Student Achievement
Jamie will transfer from 4th Grade Teacher at Jamaica effective 07/26/2021.

Van Wagoner, Phalen Special Education English Teacher/ LHHS
Phalen will transfer from 7th Grade Special Education Math Teacher at Thunderbolt effective 07/26/2021.

Verdone, Avalon 1st Grade Teacher/ Starline
Avalon will transfer from Paraprofessional at Oro Grande effective 07/26/2021.

Viscaino, Roger Interim 7th & 8th Grade Social Studies and Spanish Teacher/ Thunderbolt
Roger will transfer from Interim Spanish Teacher at LHHS effective 07/26/2021.

Walgren, Hannah 4th Grade Teacher/ Starline
Hannah will transfer from Online PLP Teacher effective 07/26/2021.

Walls, Jena Kindergarten Teacher/ Smoketree
Jena will transfer from 1st Grade Teacher at Smoketree effective 07/26/2021.

Zink, Norma 6th Grade Teacher/ Havasupai
Norma will transfer from 4th Grade Teacher at Smoketree effective 07/26/2021.

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

EMPLOYMENT:

Benjamin, Lindsay
90 day probation period complete.

Administrative Assistant/ Havasupai
\$14.75

Robison, Marci
90 day probation period complete.

Bus Driver/ Transportation
\$14.00

SEPARATIONS:

Johnson, Rita
Rita has given notice of her resignation and her last day will be 07/30/2021.

Custodian/Starline

LONG TERM LEAVE: None

EXCEPTION TO POLICY: None

OTHER:

Rowe, Viviana
Viviana transferred from Duty Aide at Thunderbolt effective 06/21/2021.

Substitute Coordinator/ Human Resources

STIPENDS: Attached is a list of stipends submitted for approval for July 1, 2021 – July 28, 2021.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF GIFTS AND DONATIONS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended the Governing Board accept gifts to the Lake Havasu Unified School District in the amount of \$25,681.32. 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.

Approved for Transmittal to Governing Board


Superintendent

GIFTS TO SCHOOL - FY 2020-21

QUANT	GIFT	DONOR	LOC/USE	VALUE	MO.TOTAL	YTD TOTAL
1	Kenmore Elite Refrigerator	Dave's Appliance	LHHS - SPED	\$375.00		
1	Monetary Donation	Jamaica PTSO	Jamaica - Renaissance Accelerated & Star Subscription	\$7,505.10		
1	Helmet Decals	LHHS Athletic Booster Club	LHHS - Football	\$720.48		
120	Uniform Jerseys & Pants	LHHS Athletic Booster Club	LHHS - Football	\$11,277.84		
1	Team Wear	LHHS Athletic Booster Club	LHHS - Football	\$4,804.80		
1	End of Season Banquet Supplies & T-Shirts	LHHS Athletic Booster Club	LHHS - Softball	\$467.10		
1	Volleyball Camp Fee for Reward of Knight Cards Sales	LHHS Athletic Booster Club	LHHS - Volleyball	\$231.00		
1	Monetary Donation	Lake Havasu Sunrise Rotary	LHHS - Principals Fund	\$300.00		
	June-21				\$25,681.32	\$398,055.26

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF EXPENDITURE OF INSURANCE PROCEEDS
FOR FISCAL YEAR 2021-22

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the expenditure of insurance proceeds during the fiscal year 2021-22.

RATIONALE:

According to A.R.S. 15-1103, this action is required to expend insurance proceeds which the district may receive in connection with insurance recoveries. At this time, we do not know what those losses/recoveries may be; however, this action prepares the district for event(s) that may occur.

Approved for Transmittal to Governing Board



Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF DISPOSITION OF LITIGATION PROCEEDS
FOR FISCAL YEAR 2021-22

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the disposition of litigation proceeds during the fiscal year 2021-22.

RATIONALE:

According to A.R.S. 15-1107, this action is required to expend litigation recovery proceeds which the district may receive in connection with litigation recoveries. At this time, we do not know what those recoveries may be; however, this action prepares the district for event(s) that may occur.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: ADOPTION OF EXPENDITURE BUDGET FOR 2021-22

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the adoption of the annual expenditure budget for the fiscal year 2021-22.

RATIONALE:

Per A.R.S. §15-905, the Governing Board must adopt and send a copy of the Adopted Budget to the County School Superintendent no later than July 17, 2021. The district's General Budget Limit cannot be exceeded unless additional funding is made available through the budget revision process. The presentation of the budget occurred during the proposed budget special session. The expenditure budget sheets, including summary pages were provided and are also available on the district's website.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO PURCHASE COMPUTERS FOR THE LAKE HAVASU HIGH SCHOOL SOFTWARE DEVELOPMENT LAB AND ALLIED HEALTH LAB

SUBMITTED BY: Marsha Becker, Career & Technical Education Coordinator

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Board approve the request to purchase computers for the Lake Havasu High School Software Development and Allied Health Biology paid for by Western Arizona Vocational Education District (WAVE CTED), not to exceed \$85,000.

RATIONALE:

The Lake Havasu Unified School District #1 Career and Technical Education (CTE) Department is requesting the purchase of new computers NTE \$85,000, through WAVE CTED grants and funding. The funds will be used to upgrade the Software Development lab, as well as the Allied Health mobile lab with new computers. Currently the Software Development lab is using a handed-down lab from Music and Audio. Those computers are beginning to fail and are in need of replacing as they are approaching 10 years of age. The computers purchased for Allied Health Biology will be used to interact with lab and classroom assignments. The computers in the Allied Health lab will go to the Law and Public Safety program to replace the older and outdated MACs currently in use. This purchase will directly affect three CTE programs and allow our students access to digital programs and platforms needed to keep up with current industry standards and program certifications.

This item has been reviewed by purchasing.

Approved for Transmittal to Governing Board


Superintendent



Quote

Quote Date:
Quote #:

6/18/2021
42590

Bill To:

Lake Havasu Unified School District
Accounts Payable
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403

Ship To:

Lake Havasu Unified School District
Rick Logsdon
2200 Havasupai Boulevard
Building B (Materials)
Lake Havasu City, Arizona 86403

Phone:

928.505.6916

E-mail:

Kathie.Schuler@lhusd.org

Quote Expires:

06-30-2021

P.O. NO.

Required

Rep

DH

Terms

Net 30

Item	Description	Qty.	Price	Total
	Workstation Solution			
30DH00J4US	ThinkStation P340, Intel Core i7-10700 (2.90GHz, 16MB), Windows 10 Pro 64, 16.0GB, 1x1TB SSD M.2 PCIe, Quadro P2200 5GB, Slim DVD RAMBO, 3 Year On-site	30	1,375.00	41,250.00T
	Mobile Solution			
20VF0032US	Lenovo ThinkBook 14 G2 ARE, AMD Ryzen 7 4700U (2.00GHz, 4MB) 14 1920x1080 Touch, Windows 10 Pro 64, 16.0GB, 1x512GB SSD, M.2 2242, PCIe Gen3x4 NVMe, TLC, AMD Radeon Graphics, BT 5.0 or above, 720p HDCam&2Mic, 3 Cell Li-Pol 45Wh, 1 Year Depot	36	817.00	29,412.00T
5WS0A23813	Lenovo 1YR - 3 YR Depot Warranty Upgrade for Thinkbook Series (Optional)	36	59.00	2,124.00T
FREIGHT	Free Shipping dock to dock		0.00	0.00
	** Free Offer to Image via SCCM and ship **			
IMAGE	DHE Software Image - Pre Load - SCCM	66	0.00	0.00
	DHE Contract Vehicle: Lenovo NCPA Contract (NCPA 01-97)			

Pricing is firm for 30 Days after receipt of quotation

After 30 Days, pricing is subject to change without notice. Please contact your account manager for more information. 888.290.6050 or Sales@dhecs.com

Subtotal	\$72,786.00
Sales Tax (0.0%)	\$0.00
Total	\$72,786.00

Signature: _____

Date: _____

DHE Computer Systems LLC
CO - 7076 S Alton Way, Building C, Centennial CO 80112
AZ - 415 S. 48th Street Suite 100, Tempe AZ, 85281

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO PURCHASE STUDENT TRANSPORTATION
(BUS PURCHASES)

SUBMITTED BY: Michael Murray, Director of Business Services
Robert Keirns, Transportation Supervisor

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the purchase of student transportation (bus purchases) through Canyon State Bus Sales at an amount not to exceed \$575,000.00.

RATIONALE:

Bond funds are available to purchase student transportation (bus purchases), as presented to Lake Havasu Unified School District #1 voters prior to the November 8, 2016 election.

Quotes from Canyon State Bus Sales are attached to this agenda action item for review by the Governing Board:

- Qty. (1) 84-Passenger Route Bus \$188,358.00
- Qty. (2) 42-Passenger Special Needs Bus \$370,412.70

TOTAL \$558,770.70

This pricing includes all requested options, preparations, service and parts, plus tax and delivery. The quotes were made through the Mohave Educational Service Cooperative (MESC) Contract #18F-CSBS-0904. An approval amount of \$575,000.00 has been requested to cover any incidentals.

This item has been reviewed by Purchasing.

Approved for Transmittal to Governing Board


Superintendent



Customer: LAKE HAVASU UNIFIED DISTRICT
Address: 2200 HAVASUPAI BLVD
LAKE HAVASU CITY AZ 86403
Attention: Mr. Bobby Kelms

Quote Date: 05/24/2021
Quote Expire: 07/23/2021
BOSS Quote ID #: 199445
MESC Contract #: 18F-CSBS-0904

QUOTE SUMMARY

2023 MODEL YEAR BLUE BIRD ALL AMERICAN REAR ENGINE TRANSIT STYLE SCHOOL BUS

Cummins ISL9 8.9L Wet-Sleeved Diesel Engine w/ Single Canister DPF and SCR (300HP / 860 Ft.Lbs. Torque)
Allison 3000PTS Heavy-Duty Electronic 6-Speed Double-Overdrive Automatic Transmission // VGT Turbocharger Exhaust Brake
23,000 Lb. Capacity Drive Axle (5.29 Ratio) with 23,000 Lb. Capacity Hendrickson Rear Air Suspension
Hendrickson 13,200 Lb. Capacity Steering Axle with Hendrickson "Softek" 13,200 Lb. Capacity Front Leaf Spring Suspension
Air Brake Chassis with 16.5" x 6" Front and 16.5" x 8.62" Rear Drum Brakes // Includes Bendix AD-IP Air System Dryer
100 Gallon Diesel Fuel Tank Located Between the Frame Rails
Multi-Stage Engine Air Cleaner // Stainless Steel Roll-Out Battery Tray with Two 8D Batteries // Coolant Filter
84-Passenger Capacity with 39" Wide NEXTGEN (Seat Belt Ready / Flip-Up Feature) School Bus Bench Seats (No Seat Belts)
Hinged (Flip-Down) "SCHOOL BUS" Signs for Activity Trips
122 Cu/Ft. Pass-Through Luggage Compartment with One Additional (L/H) 16 Cu/Ft Side Box (21"H x 24"D x 56"L)
Brown Fire-Block Seat and Barrier Upholstery with Tan Rubber Floor Covering.
AM/FM/MP3/USB/SD/MMC/BT Music Wave Radio with PA System with 8 Speakers and Remote-Mounted Microphone
90,000 BTU Heater/Defroster & Three 50,000 BTU Passenger Area Under-seat Heaters

Eberspacher AC-353 by TransArctic / Roof-Mounted Evaporator/Condenser Unit, Ceiling Ducted Air Conditioning System with Carrier Model
QSG Transit Compressor and Separate 24v A/C System Alternator. Includes Slave Ceiling-Mounted Evaporator and Driver's Side Duct Blower
Includes Blue Bird Limited Warranty 31300-26 (36 Months / Unlimited Mileage) In Lieu of Standard 12 Months/12,000 Miles
Includes Allison Automatic Transmission Warranty Extended to 5 Years / Unlimited Mileage
Cummins Engine Warranty 5-Years/100,000 Miles with First 2-Years Towing

MODEL	BASE BUS DESCRIPTION	QTY	MOHAVE BUS PRICE
T3RE-4006 84		1	\$114,950.20
TOTAL ORDER FROM CUSTOMER 1-5			
ADDITIONAL OPTIONS T3RE:			\$35,784.16
VOLUME DISCOUNT:			\$0.00
BUS PREPARATIONS, SERVICE & PARTS:			\$22,765.64
SUB TOTAL:			\$173,500.00
FORD / GM CHASSIS INCENTIVES:			\$0.00
OTHER INCENTIVES:			\$0.00
TRADES:			\$0.00
MOHAVE FEE INCLUDED			
ARIZONA 8.5% SALES TAX :			\$14,801.50
LOCAL DELIVERY CHARGE:			\$258.50
TOTAL PRICE INCLUDING SALES TAX AND DELIVERY:			\$188,358.00

***BY SIGNING BELOW THE CUSTOMER AGREES THAT ALL PRICING AND SPECIFICATIONS INCLUDED IN THIS QUOTE ARE CORRECT AND MEETS THE CUSTOMERS SATISFACTION.**

**** QUOTATION VALID FOR 60 DAYS / STOCK BUSES SUBJECT TO PRIOR SALE**

**** Quote is Subject to Any Manufacturer's Price Increases Beyond 60 Days**

PLEASE SIGN AND SUBMIT THIS QUOTE WITH YOUR PURCHASE ORDER TO MOHAVE EDUCATIONAL SERVICES

Customer Signature

Date of Acceptance (mm/dd/yyyy)





Customer: LAKE HAVASU UNIFIED DISTRICT
Address: 2200 HAVASUPAI BLVD
LAKE HAVASU CITY AZ 86403
Attention: Mr. Bobby Keirns

Quote Date: 05/24/2021
Quote Expire: 07/23/2021
BOSS Quote ID #: 199444
MESC Contract #: 18F-CSBS-0904

QUOTE SUMMARY

2023 MODEL YEAR BLUE BIRD ALL AMERICAN REAR ENGINE TRANSIT STYLE SCHOOL BUS

Cummins ISB 6.7L Parent-Bore Diesel Engine w/ Single Canister DPF and SCR (280HP / 660 FtLbs. Torque)
Allison 3000PTS Heavy-Duty Electronic 5-Speed Double-Overdrive Automatic Transmission // VGT Turbocharger Exhaust Brake
23,000 Lb. Capacity Drive Axle (5.29 Ratio) with 23,000 Lb. Capacity Hendrickson Rear Air Suspension
Hendrickson 13,200 Lb. Capacity Steering Axle with Hendrickson "Softek" 13,200 Lb. Capacity Front Leaf Spring Suspension
Air Brake Chassis with 16.5" x 6" Front and 16.5" x 8.62" Rear Drum Brakes // Includes Bendix AD-IP Air System Dryer
100 Gallon Diesel Fuel Tank Located Between the Frame Rails
Multi-Stage Engine Air Cleaner // Stainless Steel Roll-Out Battery Tray with Two 8D Batteries // Coolant Filter
42 Ambulatory-Passenger Capacity and One (1) R/H Open "L" Track Position. L/H Tracks Equipped with Three (3) 30" Track-Mounted Seats
NextGen Seats with Two (2) Child Safety Restraint Seats in the Front Row (One L/H and One R/H)
Braun Model NCL1000FIB3451-2, 1000 Lb. Capacity Wheelchair Lift and Three (3) Sets of Q'Straint QRT360 WC19 Compliant WC Restraints
One (L/H) 16 Cu/Ft Side Box (21"H x 24"D x 56"L)
Brown Fire-Block Seat and Barrier Upholstery with Tan Rubber Floor Covering.
AM/FM/MP3/USB/SD/MMC/BT Music Wave Radio with PA System with 8 Speakers and Remote-Mounted Microphone
90,000 BTU Heater/Defroster & One 80,000 BTU Passenger Area Under-seat Heater
Eberspacher AC-353 by TransArctic / Roof-Mounted Evaporator/Condenser Unit, Ceiling Ducted Air Conditioning System with Carrier Model
O5G Transit Compressor and Separate 24v A/C System Alternator. Includes Slave Ceiling-Mounted Evaporator and Driver's Side Duct Blower
Includes Blue Bird Limited Warranty 31300-26 (36 Months / Unlimited Mileage) In Lieu of Standard 12 Months/12,000 Miles
Includes Allison Automatic Transmission Warranty Extended to 5 Years / Unlimited Mileage
Cummins Engine Warranty 5-Years/100,000 Miles with First 2-Years Towing
Includes Braun Wheelchair Lift Extended Warranty for 5 Years Parts and Labor

MODEL	BASE BUS DESCRIPTION	QTY	MOHAVE BUS PRICE
T3RE-3510 72		2	\$224,720.84
TOTAL ORDER FROM CUSTOMER 1-5			
ADDITIONAL OPTIONS T3RE:			\$70,934.08
VOLUME DISCOUNT:			\$0.00
BUS PREPARATIONS, SERVICE & PARTS:			\$45,531.28
SUB TOTAL:			\$341,186.00
FORD / GM CHASSIS INCENTIVES:			\$0.00
OTHER INCENTIVES:			\$0.00
TRADES:			\$0.00
MOHAVE FEE INCLUDED			
ARIZONA 8.5% SALES TAX :			\$28,713.70
LOCAL DELIVERY CHARGE:			\$513.00
TOTAL PRICE INCLUDING SALES TAX AND DELIVERY:			\$370,412.70

***BY SIGNING BELOW THE CUSTOMER AGREES THAT ALL PRICING AND SPECIFICATIONS INCLUDED IN THIS QUOTE ARE CORRECT AND MEETS THE CUSTOMERS SATISFACTION.**

**** QUOTATION VALID FOR 60 DAYS / STOCK BUSES SUBJECT TO PRIOR SALE**

**** Quote is Subject to Any Manufacturer's Price Increases Beyond 60 Days**

PLEASE SIGN AND SUBMIT THIS QUOTE WITH YOUR PURCHASE ORDER TO MOHAVE EDUCATIONAL SERVICES

Customer Signature

Date of Acceptance (mm/dd/yyyy)



LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL TO PURCHASE MAINTENANCE AND TECH VEHICLES**SUBMITTED BY:** Michael Murray, Director of Business Services**DATE FOR BOARD CONSIDERATION:** July 6, 2021**RECOMMENDATION:**

It is recommended the Governing Board approve the purchase of seven vehicles (4 maintenance trucks, 2 utility vans for maintenance and 1 utility van for the technology department) from Sanderson Ford, at a cost not to exceed \$280,000.00.

RATIONALE:

In order to maximize the operation and efficiency of aging and/or high mileage vehicles, the rotation of vehicles to provide backup transportation is necessary. Upon delivery of the new vehicles, rotations will occur and any remaining vehicles will be sent to auction.

Sanderson Ford's state contract ADSP017-166123 will be used to procure the vehicles.

Quotes are included with this action item for review by the Governing Board, but summarized below.

Sanderson Ford

- | | |
|--|--------------|
| • Qty. (1) 2022 Ford F250XL Reg. Cab Pickup 4x2 | \$29,255.52 |
| • Qty. (3) 2022 Ford F250XL Reg. Cab w/ladder rack (\$39,252.71 ea.) | \$117,758.13 |
| • Qty. (1) 2022 Ford Transit Connect XL Cargo Van LWB
w/wire mesh partition. | \$26,193.65 |
| • Qty. (2) 2022 Ford Transit 250 Medium Roof LWB (\$45,299.70 ea.)
(rear wheel drive) w/steel HVAC package, rear window screens
and ladder rack. | \$90,599.40 |

Pricing includes all requested options, preparations, service and parts, plus tax and delivery. Although the quotes total \$263,806.70, a NTE approval amount of \$280,000.00 is being requested to cover incidentals.

ESSER, Bond, and/or other approved funds for Capital purchases will be used.

This item has been reviewed by Purchasing.

Approved for Transmittal to Governing Board


Superintendent



Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
 Richard Fowler (623) 930-5962 rfowler@sandersonford.com
 Tim McWilliams (623) 842-8808 tmac@sandersonford.com
 Department Fax: (623) 930-5966

Date: 5/19/2021

Customer: Lake Havasu City Unified School Dist #1

FAX: _____

Vehicle Description: 2022 Ford F250XL Reg Cab pickup 4x2 (F2A)

***## State of Arizona Procurement Contract ADSP017-166123

Base Price: \$25,280.00

Upgrade Options:

1.	6.2L V8 FFV 13,000 lbs tow capacity (996)	std
2.	Trailer Tow Hitch Receiver & 7 way plug	std
3.	Trailer Tow Mirrors	std
4.	Air Conditioner	std
5.	AM/ FM radio with Bluetooth connection	std
6.	Power Windows/Locks Mirrors (90L)	included in contract
7.	40/20/40 Split Cloth Bench	included in contract
8.	4 keys (2 Fobs/2 regular non-fobs) (dealer)	included in contract
9.	AZ Legal Window Tint (dealer)	included in contract
10.	(optional) Trailer Brake Controller (52B)	\$245.00
11.	(optional) Back Up Alarm (85H)	\$132.00
12.		
13.	(optional) Spray-In Bed Liner (aftermarket)	\$395.00
14.	Delivery to LUHSD	\$275.00
15.		
16.	Estimated 2022 MY 2.5% price increase	\$632.00
17.	Lead Time 6+ months	

Upgrade Options Total: \$1,679.00

Bid Price (w/options): \$26,959.00

Sales Tax (8.5%): \$2,291.52

Tire Tax: \$5.00

Ford Extended Service Plan: _____

Total Delivered Price: \$29,255.52



X 3

Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
Richard Fowler (623) 930-5962 rfowler@sandersonford.com
Tony Friedley (623) 930-5963 tfriedley@sandersonford.com
Bob Allen (623) 930-5960 ballen@sandersonford.com
Tim McWilliams (623) 842-8808 tmac@sandersonford.com

Department Fax: (623) 930-5966

Date: 5/11/2021

Customer: Lake Havasu Unified School District

FAX: _____

Vehicle Description: 2022 Ford F250 XL Reg Cab 4x2 (F2A)

****##### State Contract ADSP017-166123

Base Price: \$25,281.00

Upgrade Options:

1.	6.2L FFV V8	
2.	Air Conditioner	std
3.	Trailer Tow Pkg (receiver hitch & wiring)	std
4.	Cloth 40/20/40 split bech	std
5.	AM / FM radio with Bluetooth	std
6.	AZ Legal Window Tint & 4 keys (dealer)	Included in contract
7.	Power Equip Grp (Windows/locks/mirrors 90L)	Included in contract
8.	Bed Delete & Spare Tire (66D,512)	-\$303.00
9.	Rear View Back Up Camera (872)	\$377.00
10.	Factory Brake Controller (52B)	\$249.00
11.	Line X brand spray in bedliner (dealer)	\$375.00
12.	Auxilliary Rear Spring & Stabilizer Bar (63R)	\$114.00
13.	Estimated 2022 MY 1.75% Price Increase	\$442.00
	Reading 8' utility body w/ ladder rack	\$9,638.00
	Lead Time 20+ weeks	

Upgrade Options Total: \$812.00

Bid Price (w/options): \$36,173.00

Sales Tax (8.5%): \$3,074.71

Tire Tax: \$5.00

Ford Extended Service Plan:

Total Delivered Price: \$39,252.71



Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
Richard Fowler (623) 930-5962 rfowler@sandersonford.com
Tim McWilliams (623) 842-8808 tmac@sandersonford.com
Department Fax: (623) 930-5966

Date: 5/12/2021

Customer: Lake Havasu Unif School Dist. #1

FAX: _____

Vehicle Description: 2022 Ford Transit Connect XL Cargo Van LWB (E7S)

*****##### State of Arizona Procurement Contract ADSP017-166123

Base Price: \$23,483.00

Upgrade Options:

1.	5302 LBS. GVWR 1350-1550 lbs PAYLOAD	std
2.	2.0L Inline 4 cyl	std
3.	Cloth Bucket Seats	std
4.	Front A/C	std
5.	AM / FM radio with Bluetooth Connectivity	std
6.	Rear View Backup Camera	std
7.	Power Windows / Lock	std
8.	NO WINDOWS IN REAR CARGO HOLD	std
9.	Power Heated Mirrors (545)	included in contract
10.	Cruise Control (525)	included in contract
11.	4 keys total (87R)	included in contract
12.	AZ Legal Win (aftermarket)	included in contract
13.		
14.	Kargo Master Wire Mesh Partition (aftermarket)	\$379.00
15.		
16.	Delivery to LUHSD/Mohave County	\$275.00
17.	Lead Time approx 6+ months	

Upgrade Options Total: \$654.00

Bid Price (w/options): \$24,137.00

Sales Tax (8.5%): \$2,051.65

Tire Tax: \$5.00

Ford Extended Service Plan: _____

Total Delivered Price: \$26,193.65



X2

Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
Richard Fowler (623) 930-5962 rfowler@sandersonford.com
Tim McWilliams (623) 842-8808 tmac@sandersonford.com

Department Fax: (623) 930-5966

Date: 5/12/2021

Customer: Lake Havasu Unified School Dist. #1

FAX: _____

Vehicle Description: 2022 Ford Transit 250 Medium Roof LWB (rear wheel drive) (R1C)

*****State of Arizona Procurement Contract ADSP017-166123

		Base Price:	\$32,267.00
Upgrade Options:			
1.	2022 MY 3.75% price increase		\$1,210.00
2.	3.5L V6 Flex Fuel capable (non-turbo) (998)	std	
3.	Air Conditioner (Front Seat Area)	std	
4.	AM / FM radio w/clock and Bluetooth	std	
5.	Cloth Bucket Seats	std	
6.	Delete Rear A/C central duct		-\$780.00
7.	Rear Door Glass (17A)		\$238.00
8.	Auxilliar Rear Cargo Lighting (15F)		\$69.00
9.	Vinyl Floor Covering Cargo Area (16E)		\$223.00
10.	Back Up Alarm-exterior (43B)		\$132.00
11.	HD Trailer Tow Pkg (53B)		\$442.00
12.	Brake Controller (67D)		\$368.00
13.			
14.	Adrian Steel HVAC package w/rear window		
15.	screens & Single Pull Down Ladder Rack		\$7,302.27
16.	Delivery to LUHSD		\$275.00
17.	Lead Time 6+ months from PO date		

Upgrade Options Total:	\$9,479.27
Bid Price (w/options):	\$41,746.27
Sales Tax (8.5%):	\$3,548.43
Tire Tax:	\$5.00
Ford Extended Service Plan:	
Total Delivered Price:	\$45,299.70

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

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

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

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

Page

Policy Advisory No. 679 IKFB Graduation Exercises	Stone	1
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RATIONALE:

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

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

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

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

There have been no changes to the policy since the first reading on June 15, 2021.

Approved for Transmittal to Governing Board


Superintendent

GRADUATION EXERCISES

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

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

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

Adopted: July 6, 2021

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR HAVASU
COMMUNITY HEALTH FOUNDATION AFTERSCHOOL SAP PROGRAM

SUBMITTED BY: Aggie Wolter, Director of Student Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the Memorandum of Understanding between Havasu Community Health Foundation and Lake Havasu Unified School District for afterschool Student Assistance Program (SAP) for the 2021-2022 school year.

RATIONALE:

The Memorandum establishes a formal commitment between the parties to support collaborative work in better addressing the behavioral and social needs of our at risk students through the Student Assistance Program in all our elementary schools, with the intent of providing services in the middle and/or high schools if opportunity and time permit. Havasu Community Health Foundation agrees to administer and provide the Student Assistance Program to support elementary schools and LHUSD agrees to provide facilities as in-kind. Parent consent is required to participate in program. This program was previously approved and offered during school week.

The agreement has been reviewed by our legal counsel and is attached for your approval.

Approved for Transmittal to Governing Board


Superintendent

MEMORANDUM OF UNDERSTANDING
between
Lake Havasu Unified School District No. 1
and
Havasus Community Health Foundation

This Memorandum of Understanding ("Memorandum") is effective on August 1, 2021 for the 2021-2022 school year.

I. BACKGROUND

The purpose of this Memorandum is to establish a formal commitment between the parties to support the collaborative work of local agencies on behalf of the Havasus Community Health Foundation and Lake Havasu Unified School District No.1 (the "District").

II. RECITALS

In establishing this Memorandum to enhance the Health Foundation's collaboration and coordination on behalf of the target population, the undersigned recognize that:

- No single agency contains the resources and expertise needed to comprehensively respond to the needs of the Community of Lake Havasu City.
- A significant number of individuals and families in lake Havasu City are being mutually served by entities represented herein.

III. OPERATING PRINCIPLES AND ASSUMPTIONS

- The parties mutually agree that working together cooperatively and collaboratively develops the best possible foundation for successful outcomes to be commonly achieved.

IV. AUTHORITIES

This Memorandum is entered into by the following agencies:

Havasus Community Health Foundation

Services will include the following:

- The Havasus Community Health Foundation will administer and provide the after-school Student Assistance Program (SAP). The Student Assistance (SAP) coordinator will work for Havasus Community Health Foundation.
- The SAP coordinator will recruit, screen, and train volunteer community members who will facilitate SAP groups at the schools.
- The SAP coordinator will ensure fidelity to the Student Assistance Program model and assure that facilitators are serving students effectively.

- The SAP coordinator will respond to any concerns regarding a student in the SAP group and coordinate with the school to meet the needs of the student and may implement a one-on-one service for the student.
- The SAP coordinator will schedule all groups in coordination with each school liaison or principal.
- Services are provided to students who are identified with behavior issues or at risk for problems at school.
- A commitment to work in six of the six elementary schools; with the intent of providing services in the middle schools and/or high schools if opportunity and time permit.
- Provide all necessary paperwork, such as information to parents, brochures, permission slips, and confidentiality release information.
- Will provide all funding for wage and benefits for the Student Assistance Coordinator and the Student Assistance Program.
- Havasu Community Health Foundation, and its officers, employees and agents, expressly agree to defend, indemnify and hold the District harmless from any and all liability resulting from the negligence, intentionally tortious, or willful misconduct of Havasu Community Health Foundation, its officers, employees and agents. Havasu Community Health Foundation agrees to name the District as an additional insured under its liability policy, and shall provide documentation of this to the District.

Lake Havasu Unified School District No1

- Will provide consistent confidential space for the Havasu Community Health Foundation Student Assistance Program (at no charge to HCHF) to provide requested services for the children/families.
- Educate parents and teachers about the SAP Program and facilitate referrals.
- Will provide No funding to supplement the wage and benefits for the Student Assistance Program Coordinator and program, but will document the “in kind” services, at market value.
- Will participate with Student Assistance Program Coordinator and the Health Foundation in providing services for the children and families as needed.

V. THE PARTIES AGREE TO THE FOLLOWING:

1. To develop joint/collaborative meetings for the parties’ respective staff to address information sharing, the coordination of programs and services, and to enhance working relationships.
2. To coordinate and collaborate on service delivery issues and needs for mutual client populations.
3. To facilitate ongoing communication and collaborative problem resolution for concerns and issues raised by the parties.
4. To identify mutual data needs in order to improve timely access to information across systems.
5. To meet regularly to review the effectiveness of this agreement, to share information, update policies/procedures, and enhance working relationships between the agencies involved.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE COOPERATIONS THAT:

1. This Memorandum in no way restricts participants from involvement in similar activities with other public and private agencies, organizations, and individuals.
2. Amendment within the scope of this Memorandum shall be made by formal consent of both parties, by the issuance of a written amendment, signed and dated by both parties, prior to any changes becoming effective.
3. Any party(s), in writing, may terminate its instrument in whole, or in part, at any time.

VII. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding as evidenced by their signatures below. The Memorandum of Understanding is effective upon the date of the final signature and will continue until the end of the 2021-2022 school year.

HAVASU COMMUNITY HEALTH FOUNDATION


Linda Seaver, Executive Director

6.9.21
Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT

Aggie Wolter, Special Services Director

Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF PURCHASE OF CONTRACTED OCCUPATIONAL THERAPY THROUGH THE STEPPING STONES GROUP

SUBMITTED BY: Aggie Wolter, Director of Student Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Board approve the purchase of contracted Occupational Therapy with The Stepping Stone Group for the 2021-22 school year not to exceed \$112,000.

RATIONALE:

LHUSD has taken action to recruit qualified therapy related services staff but has had difficulty filling these openings. The Stepping Stone Group is an approved vendor as part of the SAVE Contract (RFP # 19.015). We are requesting approval of the purchase of contracted Occupational therapy service for the 2021-22 school year with The Stepping Stone Group at a rate not to exceed \$74 hr.

LHUSD is obligated to ensure the provision of services for eligible students to receive a free appropriate public education for students requiring 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.

Approved for Transmittal to Governing Board


Superintendent



AGREEMENT

This Agreement is made and entered on June 4, 2021, by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as "Contractor" and, Lake Havasu Unified School District, 2200 Havasupai Blvd, Lake Havasu City, AZ 86403, hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates and using Washington Elementary School Districts RFP 19.015 as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.



INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Arizona. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Arizona. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



THE STEPPING STONES GROUP
Transforming Lives Together

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.com

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title:

Billing Email/Phone:

Mailing Address (for invoice):

Special Billing Instructions:

Signed for Contractor:

Signature: Eric Hamlin

Name: Eric Hamlin

Title: Client Services Manager

Date: 6/4/2021

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____



Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
Physical Therapist	\$74
Physical Therapy Assistant	\$55.68
Occupational Therapist	\$74
Certified Occupational Therapy Assistant	\$55.68
Speech Language Pathologist	\$74
Speech Language Pathologist- Clinical Fellowship Year	\$74
Speech Language Pathologist Assistant	\$55.68
Specialist in School Psychology	\$77

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF EXPENDITURE FOR SCHOOLSPLP**SUBMITTED BY:** Jaime Festa-Daigle, Director of Student Achievement**DATE FOR BOARD CONSIDERATION:** July 6, 2021**RECOMMENDATION:**

It is recommended that the Board approve the purchase of SchoolsPLP licensing to support online learners during the 2021-22 school year in an amount not to exceed \$50,000.

RATIONALE:

LHUSD used SchoolsPLP during the 2020-21 school year as the provider for distance learning. Approximately 100 students, grades 7-12, have requested to continue with Havasuonline Schools PLP.

SchoolsPLP utilizes a consistent instructional design across all content K-12, colorful icons, HD images, and concise formatting that readers and non-readers can easily adjust to. With embedded video instruction and scripted parent guides, this platform provides a smooth transition from onsite instruction to virtual learning in synchronous and asynchronous environments. In addition, schools PLP uses concurrent licensing that allows students to be added easily throughout the year without incurring extra costs.

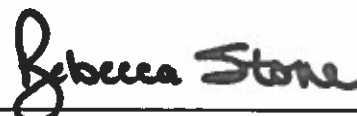
SchoolsPLP provides the resources to meet LHUSD's current needs. SchoolsPLP would be procured through the Mohave Educational Services Cooperative contract #17J-BACK-1004.

Havasunonline students will be supported by a certified teacher and counselor.

This has been approved by the business department and sent to legal for review.

ESSER funds will be used to pay for SchoolsPLP.

Approved for Transmittal to Governing Board


Superintendent



SchoolsPLP

Personalized Learning At Its Best

QUOTE

Number: BBCQ1860

Date: Jun 16, 2021

CONTACT INFORMATION

Contact: Brian Snyder
Phone: (602) 501-9198
Email: brian@schoolsplp.com

Annual License

TO: Jaime Festa
SCHOOL: Lake Havasu Unified School District #1
DISTRICT: Lake Havasu Unified School District #1
ADDRESS: 2200 Havasupai Blvd., Lake Havasu City, AZ 86403

SUBJECT: Quote for SchoolsPLP

Dear Jaime Festa;

SchoolsPLP provides the latest and most comprehensive course catalog for grades PreK-12. Our system is built on a robust LMS with a simple and intuitive interface.

The simple, intuitive interface greatly reduces the need for extended professional development and "new teacher training". The SchoolsPLP learning system allows administrators, teachers, counselors, parents, and students to succeed in an online or blended learning environment.

QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
70	SchoolsPLP : SPLP-1-75-CONCURRENT-BUNDLED Core Content Grades PreK-12th Grade and College and Career Elective Courses	\$495.00	\$34,650.00

SubTotal \$34,650.00

Tax \$2,979.90

Shipping \$0.00

TOTAL \$37,629.90

Proposal Accepted: Signature

Date

This Sales Quote is valid for 30 days and all prices are subject to applicable taxes. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

PLEASE ISSUE PURCHASE ORDER TO SCHOOLSPLP:

24 W Camelback Rd Suite A-422, Phoenix, AZ 85013. Fax to (602) 277-9266.

QUESTIONS:

Contact Brian Snyder at 602-501-9198 or via email at brian@schoolsplp.com

Find us online: <http://schoolsplp.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: July 6, 2021

RECOMMENDATION:

Approval of Vouchers – Vouchers for June 2021 / not available

Student Activity Funds for K-12 for May 2021 / \$269,362.61

Auxiliary Funds for May 2021:

Smoketree	\$ 18,326.72
Thunderbolt	\$ 119,131.72
Havasupai	\$ 14,306.42
Starline	\$ 26,219.46
Nautilus	\$ 16,378.64
Oro Grande	\$ 853.44
Jamaica	\$ 25,354.58
High School	\$ 563,793.14
District Office	\$ 5,958.88

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

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF RENEWAL OF SEAS EDUCATION, INC. ARIZONA SCHOOL MEDICAID DIRECT SERVICE AGREEMENT 21-22

SUBMITTED BY: Aggie Wolter, Director of Student Services

DATE FOR BOARD CONSIDERATION: July 6, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the renewal of amended Arizona School Medicaid Direct Service Agreement for SEAS Education, INC for Medicaid in the Public Schools (MIPS) billing services for July1, 2021- June 30, 2022.

RATIONALE:

LHUSD participates in the Medicaid in the Public Schools Program and this agreement is for monthly billing services for direct services that are reimbursable to the district. LHUSD has chosen to bill at a reduced rate to lessen risk of pay back to AHCCCS at the end of each annual cost data reporting cycle that takes about 2 years to complete.

SEAS Education, INC had the SAVE contract renewed on June 23, 2020 RFP 1266-25. The contract may be extended for 3 additional years. Purchasing has reviewed.

This agreement has been previously reviewed by legal.

Approved for Transmittal to Governing Board


Superintendent

ARIZONA SCHOOL MEDICAID DIRECT SERVICE AGREEMENT

This is an agreement between Lake Havasu Unified School District, hereinafter referred to as the “Customer”, And TTCO Holding Company, Inc., DBA SEAS Education of Mountain Home, Arkansas hereinafter referred to as “SEAS”.

Whereas SEAS has developed a School Medicaid Direct Service program (comprised of many specialty services such as training, consultation, claims processing, statistical reporting and audit preparation services delivered by SEAS Education, Medicaid and Software personnel); and,

Whereas the Customer wishes to obtain and SEAS wishes to furnish these services so as to process reimbursements from the Federal School Medicaid Fee-For-Direct Service (“FFS”) Program through the Arizona Direct Service Claiming (DSC) Program; and,

Whereas both SEAS and the Customer, desire to both be fully compliant of all HIPAA and FERPA regulations as they work together in the School Medicaid program that requires absolute confidentiality regarding all student information and services.

Now, therefore, in consideration of the premises and the mutual promises and mutual undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

I Agreement Effective Date, Termination, and Changes

- A. This Agreement is effective beginning July 1, 2021. The term of this Agreement will be for twelve (12) months. The Customer may extend the period of this Agreement for additional periods of twelve (12) months, but in no event shall this Agreement be extended for a period longer than five (5) years from the date set forth above.
- B. This Agreement is effective upon signature by the two parties and may be terminated by either of the parties with sixty (60) days written notice to the other.
- C. Any amendment to this Agreement must be in writing and must be signed by both parties.

II SEAS will provide the following essential services (the “Services”) to and on behalf of the Customer:

- A. SEAS will provide and set up the software necessary for the Customer providers who wish to log their services electronically. This on-line system will also provide information from the Customer’s IEP program to assist providers.
- B. SEAS Paper Log Process: SEAS will also make paper logs available to the Customer for those providers who wish to document their services using a paper form. SEAS will receive, review, enter and process all claims from these forms directly into their proprietary software system for the purpose of generating and submitting Medicaid claims. For SEAS to process paper logs, there will be an additional charge above the agreed Medicaid rate.
- C. Provider Help Desk: SEAS, will maintain a Help Desk, with email and toll-free telephone access, to respond to technical support and user questions from the Customer during regular business operating hours. The Help Desk staff will provide technical assistance

TTCO Holding Company, Inc., DBA SEAS Education
PO Box 590, Mountain Home, AR 72654

to all Customer providers, whether they are documenting their services using the automated system or the paper logs.

- D. Training: SEAS will coordinate training to the Customer regarding the automated documentation system and/or the paper log process. This training may take place either on-site at the Customer location or via remote, Internet-based access. If an on-site training is scheduled, the Customer agrees to make every effort to have as many staff members attend as possible. Remote, Internet-based trainings may be scheduled for smaller groups, as necessary.
 - E. Program Information: SEAS will assist the Customer in researching program information and program information changes.
 - F. Student Eligibility Research: SEAS will research eligibility on behalf of the Customers. SEAS will receive Medicaid eligibility reports on a regular basis to research denials, update claims, and resubmit claims on behalf of the Customer.
 - G. Electronic Claim Formatting: SEAS will format the collected data for proper submission of Medicaid claims.
 - H. Claim Submission/Retrieval: SEAS will submit claim information on behalf of the Customer. SEAS will retrieve claim remittance information on behalf of the Customer.
 - I. Reports: SEAS software and staff will provide report services by providing information to the Customer including, but not necessarily limited to, the amount of claims paid to date in the school year, amount of claims in process at any time of the year, and Customer providers who are and who are not maintaining service logs.
 - J. Cost Reporting and Cost Settlement: When applicable, SEAS will work with the district to manage all costs related to direct service providers submitting claims in DSCtop or through paper billing. SEAS will also provide the district with cost pool roster assistance as needed throughout the quarterly Random Moment Time Study (RMTS).
 - K. Technical Assistance: SEAS will provide technical assistance to the Customer as necessary for the implementation of Medicaid FFS requirements including, but not necessarily limited to, determining Medicaid eligibility, obtaining primary care physicians identification, parental consents, resubmission of denied claims, and use of National Provider Identifier (NPI) numbers.
 - L. Audit Services: SEAS will work with the Customer to help the Customer prepare for occasional/eventual audits by state and/or federal agencies who oversee the Medicaid reimbursement programs in Arizona. SEAS will provide the records for all claims relevant to each audit. The Customer will be responsible for all documentation associated with State contracted retrospective reviews.
- III. The Customer agrees to provide the following:
- A. Support: Since this school Medicaid program is an important source of revenue for the Customer and its funding for special services to children, the Customer will strongly encourage all staff (both employees and contracted staff) to co-operate with SEAS so that the Customer's rightful potential of reimbursements from this program can be achieved.
 - B. Procedures: The Customer will implement specific procedures required to ensure that providers document their service delivery in a timely manner and submit to SEAS within the timeframe allotted for claims submissions – whether this documentation is completed electronically or on paper.

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PO Box 590, Mountain Home, AR 72654

- C. Training: Since this is a federally funded program and subject to audit, the Customer agrees to make the time available for participating staff members to be adequately trained in the Program rules either directly by SEAS or by a Customer staff member who has been trained by SEAS.
- D. Documentation/Paperwork: The Customer will maintain the necessary documentation/paperwork required for the program, including original copies of all paper service logs, documentation of physician referrals, attendance records, and all other records specified in the state program manual. The Customer will maintain compliant ARD/IEPs that prescribe all services to be recorded by Customer Providers. The Customer will help SEAS to clarify that all Customer Providers should be recording their services in order to be compliant with the laws governing ARD/IEP service prescriptions.

IV. Contract Fee:

In consideration for providing the Services to the Customer, the Customer agrees to pay SEAS service fees as identified in Exhibit A.

If audit recoupments are withheld from the Customer's reimbursements by the State Medicaid Agency or any Federal entity, SEAS will work with the Customer to identify whether any of the recoupments are the result of errors made by SEAS staff (e.g. data entry errors) and refund to the Customer any administrative fees associated with these claims.

When SEAS provides services related to the RMTS process, cost reporting, and the cost settlement process, the Medicaid fee will be applied to the Customer's cost settlement amount.

- V. All parties agree to observe the respective rules and regulations that apply to themselves as contained in the Provider Enrollment Agreements filed with the State Medicaid Agency by the Customer and any updated or new agreements that may be required as part of the Customer's participation in this program with the State or Federal Government. Non-discrimination: The parties shall comply with all applicable Federal and State non-discrimination laws, rules, and regulations.
- VI. Conflict of Interest: The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- VII. No Boycott of Israel: As required by A.R.S. § 35-393 to 35-393.01, SEAS certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.
- VIII. LIMITATIONS OF LIABILITY:
 - A. *Personal Injury*. Each Customer employee and any other persons visiting a Product training event or Product Internet Data Centers does so at its own risk and SEAS assumes no liability whatsoever for any harm to such persons resulting from any cause other than

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PO Box 590, Mountain Home, AR 72654

SEAS's negligence or willful misconduct resulting in personal injury to such persons during such a visit.

B. Damage to Customer Equipment or Business. SEAS assumes no liability for any damage to, or loss relating to, Customer's Business resulting from any cause whatsoever. SEAS assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than SEAS's gross negligence or willful misconduct. To the extent SEAS is liable for any damage to, or loss of, the Customer Equipment for any reason, such liability will be limited solely to the then-current value of the Customer Equipment.

C. Exclusions. Except as specified in Sections VI.A. and VI.B, in no event will Company be liable to Customer, any Representative, or any third party for any claims arising out of or related to this Agreement, Customer Equipment, Customer's Business or otherwise, and any lost funds, lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Customer Equipment or Customer's Business, even if advised of the possibility of such damages, unless due to SEAS's neglect or willful misconduct.

D. Maximum Liability. Notwithstanding anything to the contrary in this Agreement, SEAS's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to SEAS hereunder for the prior Twelve (12) month period under this agreement.

IX. Indemnification:

- A. SEA's Indemnification of Customer. SEAS will indemnify, defend, and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought against Customer alleging (i) the infringement of any third party registered U.S. copyright or issues U.S. patent resulting from the provision of Product pursuant to the Agreement (but excluding any infringement contributorily caused by Customer's Business or Customer Equipment) and (ii) personal injury to Customer's representatives from SEAS's gross negligence or willful misconduct.
- B. Customer's Release of Liability to SEAS. Customer hereby releases SEAS from all liability for any and all Losses resulting from or arising out of any Action brought by or against SEAS alleging: (a) with respect to the Customer's Business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of the privacy or publicity; or (iii) spamming, or any other offensive, harassing, or illegal conduct or violation of the Rules and Regulations; or (b) any other damage arising from the Customer Equipment or Customer's Business.
- C. Each party will provide the other party prompt written notice upon of the existence of any such event of which it becomes aware, and an opportunity to participate in the defense thereof.

X. Incorporation of Contract Documents:

TTCO Holding Company, Inc., DBA SEAS Education
PO Box 590, Mountain Home, AR 72654

The Parties agree that the Notice of Request for Competitive Sealed Proposals Dated June 23, 2020, RFP 1266-25 issued by Flagstaff Unified School District (the "FUSD RFP") under which this Agreement was procured, including without limitation the Standard Terms and Conditions and the Special Terms and Conditions, are incorporated herein by reference as if more fully set forth this Agreement; if inconsistent, the terms of the FUSD RFP supersede and control over the provisions of the Agreement.

IN WITNESS THEROF, the two parties have signed this 4-page Agreement.

1) Lake Havasu Unified School District:

By: _____ Date: _____
 Signing Officer for

Printed name of Signing Officer: _____

Title of Signing Officer: _____

2) SEAS Education (SEAS):

By: _____ Date: _____
 Signing Officer for SEAS Education

Printed name of Signing Officer: Michael Johnson

Title of Signing Officer: President

EXHIBIT B1
RATE CHANGE

The Term of this Exhibit shall be for one (1) year, commencing on July 1, 2021.

Lake Havasu Unified School District (Customer) has requested SEAS Education (SEAS) to lower the Customer's interim payment reimbursement on School Medicaid Direct Services by 20% rather than bill at the maximum allowable rates set by AHCCCS.

Although SEAS original service fees for providing Medicaid billing services to the Customer were based on a percentage of the maximum allowable rates, Customer and SEAS agree to the recently increased contract service fee of 9 .25% plus .5% for providers using paper records, for a total of 9.75% of recovered revenue.

Additionally, if the Customer is underpaid based on the results of the annual cost report and receives additional funding, Customer agrees to pay 9.75% of those proceeds to SEAS upon receipt of the cost report revenue.

For Customer:

For SEAS:

Signed

Signed

Date

Date

Title

Title

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROAL OF AMPLIFY EXPENDITURE**SUBMITTED BY:** Jaime Festa-Daigle, Director of Student Achievement**DATE FOR BOARD CONSIDERATION:** July 6, 2021**RECOMMENDATION:**

The LHUSD Governing Board has previously approved the purchase of Core Knowledge materials through Amplify. It is being requested to purchase Amplify materials, not to exceed \$50,000 annually for the next five years.

RATIONALE:

LHUSD has previously used DIBELS and MAP to assess early literacy skills. Amplify mClass uses DIBELS as a screener for dyslexia and an assessment tool for early literacy development. DIBELS is teacher administered and easily scored. Amplify mClass allows for benchmark testing and progress monitoring. The results from the assessment give teachers and interventionists specific information about what type of intervention is needed and what materials should be used for that intervention. These materials align with our core series, so while students gain reading skills, they are still being exposed to the general curriculum. ARS 15-701 and ARS 15-704 require all districts to conduct a universal literacy and dyslexia using an approved assessment. Amplify mClass has been approved as a screening vendor.

The cost of this Amplify purchase is \$24,224.40 plus tax for a license for two years of assessment, literacy kits, and training. We are requesting to spend up to \$50,000 with Amplify during the school year, as they are our primary curriculum provider for much of our K-8 needs.

ESSER funds specify that funding is used to combat academic loss. Amplify mClass will meet that need. mClass expenditures will be paid out of ESSER.

Approved for Transmittal to Governing Board


Superintendent



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-75947-1
Date: 5/28/2021
Expires On: 6/27/2021

Customer Contact Information

Christie Olsen
LAKE HAVASU UNIFIED SCH DIST 1
(928) 505-6900
christie.olsen@lhusd.org

Amplify Contact Information

Tommy Gearhart
Senior Account Executive
(505) 206-7661
tgearhart@amplify.com

2 Year Subscription

Smoketree

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	300.00	\$14.00	\$4,200.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$4,388.00

Havasupai

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	245.00	\$14.00	\$3,430.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$3,618.00

Starline

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	300.00	\$14.00	\$4,200.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$4,388.00

Nautilus

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	255.00	\$14.00	\$3,570.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$3,758.00

Oro Grande Classical Academy

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	230.00	\$14.00	\$3,220.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$3,408.00

Jamaica

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Multiyear Student License Paper/Pencil UPGRADE - 2yr (2021-2023)	230.00	\$14.00	\$3,220.00
mCLASS DIBELS 8th Edition Kit - Kindergarten	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 1	1.00	\$47.00	\$47.00
mCLASS DIBELS 8th Edition Kit - Grade 2	1.00	\$47.00	\$47.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Edition Kit - Grade 3	1.00	\$47.00	\$47.00
TOTAL			\$3,408.00

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
mCLASS w/ DIBELS 8th Ed Initial Training, Train the Trainer (1-Day Remote)	1.00	\$1,200.00	\$1,200.00
TOTAL		\$1,200.00	\$1,200.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$56.40	\$56.40

GRAND TOTAL **\$24,224.40**

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer

agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. **Customer Materials.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is

responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination.** This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

INFORMATIONAL ITEMS

TOPIC: INFORMATIONAL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: July 6, 2021

INFORMATIONAL REPORTS:

- Superintendent
- Governing Board Members

Approved for Transmittal to Governing Board


Superintendent