VIII.

New Business

Vernon Elementary School District #9

P.O. Box 89 – 90 CRN 3139 – Vernon, AZ 85940 – ☎ (928) 537-5463 – Fax (928) 537-1820
www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: Approval of Proposed District Expenditure Budget for the FY22 school year.

Vernon Elementary School District #9

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MEMO

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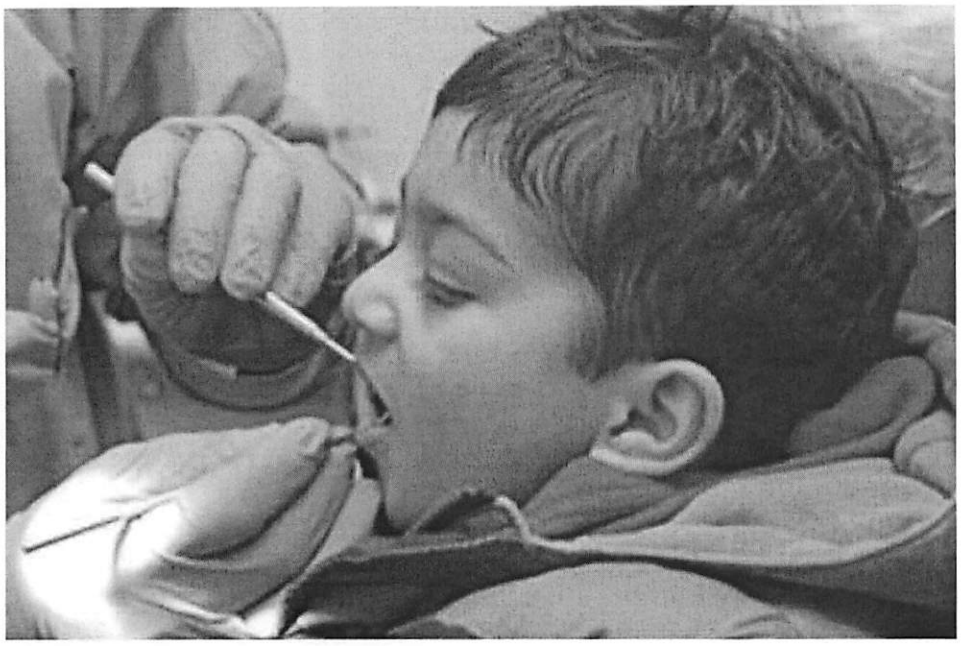
They will set up at the school and give free dental screenings for students who sign up.

Recommended Motion: Approval to waive the use of building fees for the Give the Kids a Smile Foundation for October 1, 2021.



About Give Kids A Smile

The Give Kids A Smile® (GKAS) program, launched nationally in 2003, provides underserved children with free oral health care. Each year approximately 6,500 dentists and 30,000 dental team members volunteer at local GKAS events to provide free oral health education, screenings, preventive and restorative treatment to over 300,000 children.

GKAS events kick off annually on the first Friday in February, which is Give Kids A Smile Day. GKAS events are held throughout the year.

To-date, over 6 million underserved children have received free oral health services through the GKAS program.

Give Kids A Smile Vision

To ensure access to quality oral healthcare for all children.

History of Give Kids A Smile

From humble beginnings to more than 6 million kids served

In 2002, Drs. Jeff Dalin and B. Ray Storm held the first Give Kids A Smile® (GKAS) event in a run-down, soon-to-be-demolished dental clinic in St. Louis, where 15 patient chairs were scraped together to deliver free dental care to nearly 400 children.

The ADA recognized that this grassroots effort had great potential to raise awareness nationally about the importance of oral health to overall health, and about the staggering need that exists among millions of children who go without care. So, in 2003, Give Kids A Smile evolved into a nationwide program with the goal of providing free oral health care to underserved children.

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MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: Approval of the agreement between Vernon Elementary School District and The Trust and Alliance Proposal acceptance

ALLIANCE

Vernon ESD No. 9
Guaranteed Cost Rating Plan
Coverage Acceptance Form (CAF)
Date Generated: 6/21/2021
Contribution Terms: 7/1/2021 until 6/30/2022
Alliance Agreement Number: 99-2021

Workers' Compensation Coverage

Exposure Unit	Payroll	Rate	Contribution
8868	$800,264.00	$0.52 per $100 of payroll	$4,161.00
9101	$171,316.00	$2.62 per $100 of payroll	$4,488.00
8411	$4,800.00	$0.59 per $100 of payroll	$28.00

Workers' Compensation Limit: Statutory
Deductible: None

The Terrorism Risk Insurance Act, DTEC surcharges, and adjustments are included.
Contribution is subject to an annual payroll audit.

Employer's Liability Coverage

Employer's Liability Limit:	Bodily Injury by Accident:	$500,000 each accident
	Bodily Injury by Disease:	$500,000 each employee
	Bodily Injury by Disease:	$500,000 coverage or policy limit
Deductible:	None	

Additional Coverage(s)

Out-of-State Worker Coverage: Not Applicable

Off-Duty Law Enforcement Coverage is included when there is a written agreement approved by the Alliance, between the District and law enforcement agency, but not for injuries that occur during a law enforcement action.

Annual Alliance Contribution Grand Total: $8,677

I, the undersigned, as the District Authorized Representative of Vernon ESD No. 9 do hereby accept, on behalf of the above-named District, the coverages and pricing indicated above, pending final board approval, for the guaranteed cost program that are dependent upon the coverage selected by the School District. By signing this Coverage Acceptance Form, I agree to the terms and conditions of the Participation Agreement through June 30, 2022. I further represent and confirm that, to the best of my knowledge, all information provided above is accurate and complete.

Signature: _____ Date: _____

Title: _____

Nothing in this document is intended to expand the coverage provided pursuant to the Alliance's Coverage Agreements, and the terms, limits, conditions, definitions, and exclusions of such coverage agreements will control the scope of the coverage provided by the Alliance.

THE TRUST

Vernon ESD No. 9
Proposal Acceptance Form (PAF)
Date Generated: 6/14/2021
Contribution Terms: 7/1/2021 until 6/30/2022
Trust Agreement Number: 99-2021

General Liability (including School Governing Board and Teachers Professional Liability)			
Limit	**Aggregate Limit**	**Deductible**	**Contribution**
$10,000,000/Occurrence, Offense, or Wrongful Act	$10,000,000 Employee Benefit Administration Liability $10,000,000 Professional Liability	$0/Occurrence, Offense, or Wrongful Act	$1,893
$2,000,000 Employers Liability/Accident or Disease	$2,000,000 Employers Liability/Accident or Disease	$500,000 Employers Liability/Accident or Disease	
$1,000,000 Professional Liability for Clinical Practicum Students/Occurrence/Student	$3,000,000 Professional Liability for Clinical Practicum/Student	$0/Occurrence, Offense, or Wrongful Act	
$1,000,000 Cyber Liability/Occurrence	$1,000,000 Cyber Liability, District Annual Aggregate $15,000,000 Cyber Liability, Pool Shared Annual Aggregate	$5,000 Cyber Liability/Occurrence	

Automobile Liability			
Limit	**Aggregate Limit**	**Deductible**	**Contribution**
$10,000,000/Occurrence	$10,000,000 Annual Aggregate	$0/Occurrence	$6,296
Uninsured Motorist: $15,000 each Person	$250,000 each Accident		
Underinsured Motorist: $15,000 each Person	$250,000 each Accident		

Administrative Practices Liability (Appendix A.1, Endorsement No. 6A)			
Limit	**Aggregate Limit**	**Deductible**	**Contribution**
$150,000/Claim Coverage A and B	$300,000 Annual Aggregate	No Deductible/Occurrence	$1,500
$100,000/Claim Coverage C	$200,000 Annual Aggregate		

For Profit Activities (Appendix A.1, Endorsement No. 8): 0 Activities			
Limit	**Aggregate Limit**	**Deductible**	**Contribution**
$1,000,000/Occurrence	$1,000,000 Annual Aggregate	No Deductible/Occurrence	Available, but Not Accepted

Pandemic Liability (Appendix A.1, Endorsement 10)			
Limit	**Aggregate Limit**	**Deductible**	**Contribution**
$1,000,000/Occurrence, including Defense Costs and Indemnity payments $10,000/Claimant in indemnity coverage, provided that the other limits identified herein are not exhausted	$2,000,000 District Annual Aggregate $25,000,000 Pool Shared Annual Aggregate	$0/Occurrence, or $10,000/Occurrence, or $20,000/Occurrence as outlined in Appendix A.1, Endorsement 10	$2,500

Excess Liability	
Limit	**Contribution**
First Excess: $10,000,000 excess of $10,000,000/Occurrence and underlying aggregate limit, where applicable	$500
Second Excess: $5,000,000 excess of $20,000,000/Occurrence and underlying aggregate limit, where applicable	$500
Third Excess: $10,000,000 excess of $25,000,000/Occurrence and underlying aggregate limit, where applicable	$500
Fourth Excess: $15,000,000 excess of $35,000,000/Occurrence and underlying, $50,000,000 aggregate limit, where applicable	Included at no charge

THE TRUST

Vernon ESD No. 9
Proposal Acceptance Form (PAF)
Date Generated: 6/14/2021
Contribution Terms: 7/1/2021 until 6/30/2022
Trust Agreement Number: 99-2021

All Risk Property (including Flood and Earthquake)

Limit	Aggregate Limit	Deductible	Contribution
Total Insurable Value: $4,630,356	Total Insurable Value: $4,630,356 Annual Aggregate	$1,000/Occurrence	$6,831
Maximum Flood Limit: $100,000,000/Occurrence	$100,000,000 Pool Shared Annual Aggregate		
Maximum Earthquake Limit: $100,000,000/Occurrence	$100,000,000 Pool Shared Annual Aggregate		

Mold Coverage Reinstatement of Limit Program (Appendix A.3, Endorsement No. 1)

Limit	Aggregate Limit	Deductible	Contribution
$25,000/Occurrence of Fungus, Bacteria, or Wet or Dry Rot Remediation by Location	$75,000/Agreement Period (Coverage Year)	$1,000/Occurrence	Available, but Not Accepted

Course of Construction (Appendix A.3, Endorsement No. 3)

Limit	Deductible	Contribution
Total Insurable Value of the renovation project	$1,000/Occurrence	Available, but Not Accepted

Automobile Physical Damage

Limit	Deductible	Contribution
Actual Cash Value	Comprehensive: $250/Accident/Vehicle Collision: $250/Accident/Vehicle	$1,444

Equipment Breakdown

Limit	Aggregate Limit	Deductible	Contribution
$100,000,000/Accident, Property Damage and Extra Expense Combined *Sublimits apply*	$100,000,000/Accident, Property Damage and Extra Expense Combined	$1,000/Accident	$200

Commercial Crime

Limit	Aggregate Limit	Deductible	Contribution
$1,500,000/Occurrence	$1,500,000/Occurrence	$100/Occurrence	$200

Storage Tank System Third Party Liability and Cleanup: 1 AST, 0 UST

Limit	Aggregate Limit	Deductible	Contribution
$2,000,000 each Claim	$4,000,000 Annual Aggregate for Third Party Claims and First Party Remediation Costs $2,000,000 Annual Aggregate for Legal Defense Expenses	$10,000/Claim **Retroactive Date** Per Schedule	$867

Pre-Paid Legal Services Indemnity

Aggregate Limit	Deductible	Contribution
$300,000	None	$21,969

Unemployment Insurance Liability (Appendix A.9)

Aggregate Limit	Deductible	Contribution
Statutory, as outlined in A.R.S. § 11-952.01(S)	None	Available, but Not Accepted

THE TRUST

Vernon ESD No. 9
Proposal Acceptance Form (PAF)
Date Generated: 6/14/2021
Contribution Terms: 7/1/2021 until 6/30/2022
Trust Agreement Number: 99-2021

Annual Contribution Subtotal:	$45,200
Authorized Insurance Representative (AIR) or AAS Fee:	$3,416
Trust Administration Fee:	$4,862
Annual Trust Contribution Grand Total:	$53,478

I, the undersigned, as the District Authorized Representative of Vernon ESD No. 9 do hereby accept, on behalf of the above-named District, the coverage indicated above. I understand that for any type of coverage listed above that states "Available, but Not Accepted," no coverage is being provided by the Trust in connection therewith for the applicable coverage period. In addition, no coverage, even if accepted, is in place if the corresponding annual contribution has not been paid to the Trust by the due date established by the Trust. I further represent and confirm that all information previously provided to the Trust by the District in the Values Collection for the applicable coverage period is accurate and complete.

Signature: _____ Date: _____

Title: _____

The Trust reserves the right to modify coverage limits, terms and conditions, including overall coverage structure, based on the results of reinsurance negotiations. The District will be notified if any such modifications result in reduction in coverage or an increase in contribution. Nothing in this document is intended to expand the coverage provided pursuant to the Trust's Coverage Agreements, and the terms, limits, conditions, definitions, and exclusions of such Coverage Agreements will control the scope of coverage provided by the Trust.

Vernon Elementary School District #9

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www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: The approval to continue to use Waste Management as our trash pick-up provider from July 1, 2021 to June 30, 2022.

Waste Management of Arizona, Inc.
222 S Mill Ave
Tempe, AZ, 85281-6472
(800) 796-9696

WM Agreement #	S0014442204
Customer ID	17-02859-53001
Acct. Name	VERNON ELEMENTARY SCHOOL
Salesperson	Marcus Cepeda
Effective Date	7/1/2021
Last PI Date	06/15/2020

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	VERNON ELEMENTARY SCHOOL	Contact	Jessica Wheeler
Address	90 COUNTY ROAD 3139	Telephone #	(928) 245-5134
City State Zip	VERNON, AZ 85940	Fax #	
County/Parish	APACHE	Email	jwheeler@vernon.k12.az.us

Customer Comments: **12 MONTH RATE LOCK. FREE BIN DELIVERY**

Billing Information

Name	VERNON ELEMENTARY SCHOOL	Contact	Nicolette Gardner
Address	PO BOX 89	Telephone #	928-537-5463
City State Zip	VERNON, AZ 85940-0089	Fax #	
County/Parish	APA	Email	ngardner@vernon.k12.az.us
PO#			

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency		
4	3 Yard FEL	MSW Commercial	1xPer Week	Base Rate	$ 180.00
				Fuel & Environmental/RCR	$ 74.19 *

No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(i) – (v) of this Agreement

Current rate for Extra Pickup (per Lift): $ 137.50

Current FSC 16.01%, EVC 17.50%, RCR 3.60%

MONTHLY TOTAL :	$ 254.19 *
Administrative Charge	$ 6.50*
MONTHLY GRAND TOTAL	$ 260.69*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments

This Agreement does not provide for a fixed price during the Contract Term.Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
[signature]	Jeff Fuller	Interim Superintendent	6/21/21

Company Waste Management of Arizona, Inc.	Printed Name	Title	Date
		Waste Management Sales Rep.	

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
(b) PERMITTED PRICE INCREASES Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of $100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

Vernon Elementary School District #9

P.O. Box 89 – 90 CRN 3139 – Vernon, AZ 85940 – ☎ (928) 537-5463 – Fax (928) 537-1820
www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: Approval of ADOT Equipment Services for bus repairs, IGA (Inter Governmental Agreement), from July, 1 2021 to June 1, 2022,

FY2022

Vernon Elementary School District #9

Po Box 89 / 90 AR N3139, Vernon, AZ 85940

928-537-5463 x 2039, Fax 928-532-8285

Date: 7/6/2021
FY 2022
Customer ID:

Vendor	Ship to
AZ DEPT OF T. RANSPORTATION	[Name]
EQUIPMENT SI ERVICES	[Company Name]
2225 S 22ND AVENUE	[Street Address]
PHOENIX,AZ 85009	[City, ST ZIP Code]
PHONE (602) 712-6986 FAX (602) 258-5193	[Phone]

Transportation Jessica Wheeler

1 LOT	BLANKET ORDER FOR THE PERIOD JULY 1,2021 THRU JUNE 30,2022 FOR THE PURCHASE OF DIESEL FUEL FOR THE SCHOOL BUSES	$	5,000.00
1 LOT	BLANKET ORDER FOR THE PERIOD JULY 1,2021 THRU JUNE 30,2022 FOR THE PURCHASE OF GASOLINE		500.00

Subtotal	$	5,500.00
Sales Tax		
Total	$	5,500.00

Authorized by *Date*

ADOT

Equipment Services

Douglas A. Ducey, Governor
John S. Halikowski, Director

July 1, 2021

Dear Customer:

The purpose of this letter is to provide you the FY 2022 hourly labor, parts and fuel rates. The ADOT Equipment Services team again offers its sincere appreciation for allowing us to meet your agency's fleet needs in FY 2022. We look forward to continuing this service partnership.

Equipment Services continues to comply with its operating obligations, including:

- Pricing vehicle maintenance services and fuel at a breakeven point to avoid subsidizing our service customers' maintenance costs with ADOT Highway User Revenue Fund monies.
- Keeping annual price increases to a minimum by effectively utilizing industry-leading fleet technology along with implementing the Arizona Management System within our business model.

Starting in FY 2022, we will be instituting an automatic $1,500 authorization limit on all vehicle repairs.

If you have any questions or comments on our 2022 rates, we welcome them. Please contact Ian Kaufman, Equipment Services' Fleet Management Information Systems Manager, at 602.712.2155. For any other questions, please feel free to contact me directly at 602.712.6524. The entire ADOT Equipment Services Team looks forward to serving you and your employees in FY 2022.

Sincerely,

Devin J. Darlek
Equipment Services Administrator
Governor's Fleet Council, Chairman
Arizona Department of Transportation

ADOT Equipment Services ISA/IGA FY 2022 Service Pricing Menu
Effective July 1, 2021 to June 30, 2022

ISA/IGA FY21 Labor Rate	Description	ISA/IGA FY22 Labor Rate
$50.00	Preventative Maintenance	$50.00
$67.72	Wear & Tear Repairs	$67.07

The parts recovery rates for parts under a $1,000 increased for FY22, as shown below. The rates for other parts remain unchanged. Please note that prices for parts include sales tax, when applicable.

- Parts recovery – parts under $1,000: 22.2%
- Parts recovery – parts $1,000 & more: 10.0%
- Parts recovery – tires: 8.0%

Note: Parts recovery is not applied to dealer warranty, all commercial repairs or to ADEQ Emission Certificates.

ISA/IGA Shop Fee Charge: A shop fee of $1.67 per direct labor hour will be added to each work order. Dealer warranty, all commercial repairs and ADEQ Emission Certificate work orders are exempt from the shop fee. This rate has decreased from $1.96 in FY21.

Fuel Pricing: The price per gallon at ADOT fuel depots is computed by determining the average cost per gallon in the tank each time the tank is filled, (based on the State fuel contract), plus a 16.7 cents per gallon fuel systems infrastructure and management charge. This rate has decreased from 17.2 cents in FY21.

ISA/IGA Tow Fee Charge: A towing fee of $25.00 per tow will be added to each work order where towing services were provided. This will cover time spent working with the towing company, researching questions, processing and paying towing invoices.

ISA/IGA Utilize Private Repair Shop Fee Charge: An administrative fee of $25.00 will be added to each work order utilizing private repair shop services. This will cover time spent working with the private repair shop, processing and paying invoices. ADOT shops will not oversee any Risk Management repair work for fleet vehicles not directly managed by ADOT.

ADOT indirect cost recovery: Indirect costs from ADOT are shown below. As a reminder, these rates are in addition to the rates charged by Equipment Services.

Per direct labor hour:	$13.79	(does not pertain to agencies whose fleets are managed by ADOT)
Per gallon of fuel:	$0.04	
Per vehicle per month:	$48.71	(for agencies whose fleets are managed by ADOT)

Vernon Elementary School District #9

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www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: The approval of the VESD's Transportation Contract Carrier Agreement for the 2021-2022 School Year.

CONTRACT CARRIER AGREEMENT
2021/2022 School Year

This contract is an agreement entered into between _____ (the Contractor/Parent/Guardian) and the Vernon Elementary School for the period beginning August 5, 2021 and ending on May 26th 2022. The sole purpose of this agreement is to reimburse the Contractor/Parent/Guardian for mileage driven from their residence to the nearest bus stop. The following provisions shall apply during the term of this agreement.

Provisions:

1) The Contractor/Parent/Guardian residence **must be a minimum of one-half (1/2) mile one-way to the nearest bus stop.**

2) The Vernon Elementary School shall reimburse at the rate of $.445 per mile. The reimbursement shall be calculated per round trip driven by Contractor/Parent/Guardian.

3) The Contractor/Parent/Guardian shall notify the Vernon Elementary School of any changes which would affect the reimbursement calculation, for example a change of residence. Failure to comply with this provision could result in legal action being taken for repayment of non-qualifying reimbursement(s).

4) The terms for issuance of reimbursement check shall be Net 30 days from last day of qualifying month.

5) This contract agreement may be terminated by the Vernon Elementary School should the AZ State Legislature revoke funding for contracted mileage, or any other reason beyond our control.

6) Normally, checks will be issued 30 days after the close of the prior month.

Please answer the following: Does your student live within the Vernon Elementary school district. Yes____ NO____ If No what district_____

Dated:_____

I agree to the terms of this contract:_____

Printed contactor name_____

Phone #_____ Cell #_____

Mailing address:_____

Physical address:_____

Date moved into this address: _____

Student Name: _____ Grade_____
School attending _____

Student Name: _____ Grade_____
School attending _____

Student Name: _____ Grade_____
School attending _____

Student Name: _____ Grade_____
School attending _____

Student Name: _____ Grade_____
School attending _____

Please provide a detailed map of directions to your residence below so that the mileage can be verified. Return in person or mail to Vernon School, Attn. Transportation Dept. P. O. Box 89, Vernon, AZ 85940

Below for office use only

Date Received	Date Verified	Mileage to Stop	Extra Trips	Total Mileage

Vernon Elementary School District #9

P.O. Box 89 – 90 CRN 3139 – Vernon, AZ 85940 – ☎ (928) 537-5463 – Fax (928) 537-1820
www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

New Business Items 7, 8, 9,

Recommended Motion: The approval of:

7) The 2021-2022 Revolving Fund Account, keeping an impressed balance of $2500.0.

8) The 2021-2022 Food Service Account, keeping an impressed balance of $50.00.

9) the approval of the 2021-2022 Student Services Account, keeping an impressed balance of $50.00.

Vernon Elementary School District #9

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www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: Approval of using Dobridge & Company PC for auditing services for the 2021-2022 school years.

VERNON ELEMENTARY SCHOOL DISTRICT NO.9

RFQ: Financial Auditing Services

Cost Proposal Form

Upon acceptance of this proposal submitted herewith, the undersigned hereby agrees to enter into a contract with Vernon Elementary School District No.9 to perform a financial audit and completion of the USFR Compliance Question for the fiscal year ending June 30, 2021. The total cost is "not to exceed" the amount proposed below. It is understood that the "not to exceed" total cost proposed is to include all costs incidental to the completion of services and that NO FURTHER COMPENSATION OR REIMBURSEMENT FOR ANY PURPOSE WILL BE PAID BY THE DISTRICT UNLESS PRIOR AGREEMENT FOR SAME IS REACHED WITH THE DISTRICT AND SUCH AGREEMENT IS IN WRITING.

Total charges, including expenses, will not exceed:

Fiscal Year Ending	Financial Audit & USFR
June 30, 2021	$12,500

If federal award expenditures were to exceed $750,000 (including child nutrition reimbursements) a single audit would be required at an additional charge of $2,500.

HOURLY RATES FOR ADDITIONAL AUDIT SERVICES:

Principal $105.00 Manager $95.00 Senior $75.00 Staff $65.00

CPA Firm: Dobridge & Company P.C.

ADDRESS: 1930 S. Alma School Road, #A-214

Mesa, AZ 85210

TELEPHONE: (623) 341-9050

SIGNED BY: Will Dobr

William Dobridge, CPA

TITLE: Executive Director

EMAIL: bill@DobridgeCPA.com

DATE: May 19, 2021

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into on June 4, 2021, by and between the Governing Board of Vernon Elementary School District No.9, hereinafter referred to as the SCHOOL DISTRICT, and Dobridge & Company, P.C., hereinafter referred to as the AUDIT FIRM.

SCOPE OF SERVICES

In accordance with the authority granted under the laws of the State of Arizona, the SCHOOL DISTRICT wishes to procure the services of the AUDIT FIRM to perform the financial statement audit for Vernon Elementary School District No.9 — Government-Wide and Fund Financial Statements for the year ending June 30, 2021 in accordance with U.S. generally accepted auditing standards and Government Auditing Standards (GAS), issued by the Comptroller General of the United States. The AUDIT FIRM will issue appropriate audit reports. In addition, the AUDIT FIRM must complete a *Uniform System of Financial Records (*USFR) Compliance Questionnaire in accordance with the minimum standards prescribed by the Auditor General's Office.

The AUDIT FIRM and the SCHOOL DISTRICT desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements by the parties made to be kept and performed, the parties agree as follows:

AGREEMENT

The AUDIT FIRM, as an independent contractor, and not as an agent of the SCHOOL DISTRICT, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning June 4, 2021 and ending March 31, 2022. The SCHOOL DISTRICT assumes no liability for work performed or costs incurred prior to the contract beginning dates or subsequent to the completion dates.

The audit reporting package will be submitted no later than March 31, 2022 for the fiscal year ending June 30, 2021.

The AUDIT FIRM shall provide 5 paper copies and one electronic copy of the audit reporting package to the SCHOOL DISTRICT; **one** electronic copy to the Auditor General's Office, Accounting Services Division; and **one** electronic copy to the Arizona Department of Education (ADE), Grants Management Division. The electronic copies shall be in PDF format. In addition, the *AUDIT FIRM must* send a paper copy or electronic copy of the audit reports to the District's county school superintendent's office.

The AUDIT FIRM will make no other distribution unless approved by the SCHOOL DISTRICT.

Audit Reporting Package

The audit reporting package shall include all reports required by U.S. Generally Accepted Auditing Standards and GAS.

Uniform System of Financial Records (USFR) Compliance

The AUDIT FIRM will also complete the USFR Compliance Questionnaire and submit it, along with management letters the AUDIT FIRM issues to the SCHOOL DISTRICT, to the Auditor General and to ADE in electronic format (PDF). For a biennial audit, the compliance questionnaire is only required to be completed for the second year of the 2-year audit period. The Auditor General will determine whether the SCHOOL DISTRICT has established and maintained the requirements prescribed by the USFR at a satisfactory level. **Assertions on the USFR Compliance Questionnaire made by the AUDIT FIRM must be adequately supported in the audit documentation, as described in the instructions to the questionnaire.**

Audit Standards

The AUDIT FIRM attests that it meets the independence standards of and will conduct the audit in accordance with U.S. generally accepted auditing standards and GAS. Standards adopted by the American Institute of Certified Public Accountants have been incorporated into GAS unless the United States Government Accountability Office has excluded them by formal announcement.

Exit Conference

Following completion of the draft reports, the AUDIT FIRM must hold an exit conference with responsible SCHOOL DISTRICT officials. The purpose of the exit conference is to discuss the draft audit reports with the SCHOOL DISTRICT, identify any errors, and obtain comments on the reports' findings and recommendations. In addition, the AUDIT FIRM should review the District's USFR deficiencies with the SCHOOL DISTRICT officials.

Payments and Compensation

Compensation for audit services, including travel and out-of-pocket expenses, for the financial statements, any applicable federal programs and the USFR Compliance Questionnaire shall not exceed the amounts listed below.

The cost for nonaudit services such as application fees paid for submission of reports to the Association of School Business Officials International (ASBO) and Government Finance Officers Association for certification or for the preparation of the Meritorious Budget Award application to ASBO, if any, should not be part of the audit service cost. These types of nonaudit service fees should be separately described and included in the Other column below.

	Audit of				
Fiscal Year-End	Financial Statements	CAFR	Federal Programs	Other	Total
June 30, 2021	$12,500	n/a	n/a	None	$12,500

The SCHOOL DISTRICT shall pay the AUDIT FIRM in installments based on periodic written progress reports and invoices for the work accomplished to date.

The SCHOOL DISTRICT will withhold the final 10 percent of the annual contract amount or $1,250, whichever is greater, until all written reports are accepted in final form by the SCHOOL DISTRICT.

All audit work, drafts, and final reports must be completed in a timely manner. For each month after March 31, 2022 that all reports are not received by the SCHOOL DISTRICT, the AUDIT FIRM will be penalized with a one (1) percent reduction in the audit fee, if the delay is due to the fault of the AUDIT FIRM and all requested information has been provided by the SCHOOL DISTRICT in a timely manner.

Changes in Work

Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Such changes must be authorized in writing by the SCHOOL DISTRICT **and approved by the Auditor General, prior to the performance of the work.**

Responsibility, Claims, and Liabilities

The AUDIT FIRM hereby agrees to hold the SCHOOL DISTRICT or any of its officers or employees harmless from all sums the SCHOOL DISTRICT or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of them for damages arising out of the AUDIT FIRM's performance of professional services for the SCHOOL DISTRICT in the AUDIT FIRM's capacity as a contract auditor; or caused by any error, negligence, omission, or act of the AUDIT FIRM or any person employed by it or others for whose acts the AUDIT FIRM is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees.

Assignments

The contract may not be assigned by the AUDIT FIRM without prior written consent of the SCHOOL DISTRICT and the Auditor General.

Compliance with Laws

In accordance with A.R.S. §41-2501, et seq, and *Arizona Administrative Code* (AAC) R7-2-1001, et seq, the contract shall be governed and interpreted by the laws of the State of Arizona and the School District Procurement Rules.

The AUDIT FIRM shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

The AUDIT FIRM shall procure all required insurance, permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work.

Jurisdiction

This contract and all work hereunder shall be subject to the laws, rules, regulations, and decrees of the State of Arizona, including AAC R4-44-101 et seq. In the event of a dispute, the parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes. Any litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

Retention of Records and Access to Documents

The AUDIT FIRM shall retain the audit documentation in its entirety for a period of 5 years after the date of the audit report, unless the Auditor General requests a longer retention period. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, the United States Government Accountability Office, and other appropriate governmental agencies, or produced for review at the Auditor General's Office, if so requested.

Failure to Perform

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the SCHOOL DISTRICT cause to cancel this contract on written notice to the AUDIT FIRM. In the event of cancellation for breach of this contract, the AUDIT FIRM shall not be entitled to damages, and agrees not to sue the SCHOOL DISTRICT for damages therefor. Notwithstanding other legal

remedies that may be available to the SCHOOL DISTRICT because of the cancellation for breach of this contract, the AUDIT FIRM agrees to indemnify the SCHOOL DISTRICT for its costs in procuring the services of a new audit firm.

E-Verify

In accordance with A.R.S. §41-4401, AUDIT FIRM warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214.

Nondiscrimination

In accordance with A.R.S. §41-1461, et seq, the AUDIT FIRM shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Audit

If the AUDIT FIRM is unable to complete the audit on account of circumstances beyond its control and through no fault of the AUDIT FIRM, the AUDIT FIRM may cancel this agreement by giving the SCHOOL DISTRICT written notice. In the event of such cancellation, the SCHOOL DISTRICT shall be liable to the AUDIT FIRM only for the work performed up to and including the date of the notice and shall pay for hours completed on the audit based on the rates, which include travel and out-of-pocket expenses, submitted by the AUDIT FIRM in its proposal.

Cancellation of School District Contracts

The SCHOOL DISTRICT reserves the right to cancel the contract if the SCHOOL DISTRICT is no longer required to obtain an audit. The SCHOOL DISTRICT shall notify the Auditor General of the cancelation. For changes in the type or frequency of the audit required, see the Changes in Work section above.

Conflict of Interest

Pursuant to A.R.S. §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of the SCHOOL DISTRICT is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of the AUDIT FIRM in any capacity or a consultant to the AUDIT FIRM with respect to the subject matter of the agreement, the SCHOOL DISTRICT may cancel the agreement within 3 years of execution of the contract without penalty or further obligation, and any fee paid to such person may be recouped.

Contracts and Amendments

The Request for Proposals, statement of qualifications, and the actual proposal from the AUDIT FIRM with appropriate addenda and terms, are by reference incorporated herein as if fully set forth in this agreement.

This agreement, its exhibits, appendices, attachments, and Request for Proposals and actual proposal, including any amendment to the agreement, shall constitute the entire contract between the parties. In the event a conflict exists between this agreement and the AUDIT FIRM's proposal, the conflict will be resolved consistent with this agreement and the Request for Proposals.

THIS CONTRACT shall become effective after approval by the Auditor General and on the date of execution by the SCHOOL DISTRICT.

	Dobridge & Company, P.C
(SCHOOL DISTRICT ADMINISTRATOR)	(AUDIT FIRM)
BY: _____	BY: _____
TITLE: _____	TITLE: Executive Director
DATE: _____	DATE: _____
	TIN: 27-1672659
	(TAXPAYER IDENTIFICATION NUMBER)

Vernon Elementary School District #9

P.O. Box 89 – 90 CRN 3139 – Vernon, AZ 85940 – ☎ (928) 537-5463 – Fax (928) 537-1820
www.vernon.k12.az.us

MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: approval for Deanna Hunt, Irene Humphrey, Chad Knippen, (Shannon Rivera and Eugene Peplowski pending background check and appointment) to attend the 45th Annual Law Conference Sept. 8, 9, and 10, 2021.

Pre-Conference: $250.00 per person X 5 =	$1,250.00
2 Day Law Conference $550.00 per person X 5	$2750.00
3-night hotel rooms $590.76 X 5 =	$2953.80

Per Person: $1390.76 Grand Total:$6,953.80

Conference

September 8, 2021 - September 10, 2021

The 2021 edition of the ASBA Law Conference will be held September 8-10 at the Camelback Inn in Scottsdale. Registration is now open.

This year's conference promises to be a great one with the following highlights:

Two Full-Day Pre-Conferences on Wednesday, September 8:

Educating Students in Poverty: A Day Long Look at The Legal, Financial and Practical Issues in Delivering Opportunities for All

Law School for School Leaders: A Day Long Look At The Legal Framework That Governs Public Education

Don't miss out on a Full Legal and Legislative Update, plus 28 timely breakout sessions from the world of school law.

Registration is open and rooms at the Camelback Inn are now available.

Vernon Elementary School District #9

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MEMO

To: Governing Board Members
From: Karol Coffman
Subject: New Business
Date: For July 13, 2021 Board Meeting

Recommended Motion: Approval of FY22 Preschool, Kindergarten, 1st Grade Handbook, FY22 2nd through 8th Grade Handbook, and the FY22 Employee Handbook.

VESD

Memo

To:
Governing Board Members

From:
Chad Knippen, Principal/Superintendent

cc:
File

Date:
7/13/21

Re:
Staff Professional Development

This agenda item is to approve the coordination of professional development to be paid from grant funding budgeted specifically for this purpose; first out of ESEA Title I Funds, then out of Cares Act ESSER II Funds. The professional development plan is to be focused on a Social Emotional Learning Program, Spalding Training and Coaching throughout the 21-22 school year (exact cost estimates requested and pending receipt) not to exceed $30,000.00.

Recommended Motion: I move the School District Governing Board to approve the staff professional development program.