

**NOTICE OF SPECIAL MEETING OF THE GOVERNING BOARD
OF THE FLAGSTAFF UNIFIED SCHOOL DISTRICT NUMBER ONE**

August 15, 2017 – 5:30 pm

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Governing Board and to the general public that members of the Flagstaff Unified School District's Governing Board and Administration will hold a Special Meeting on Tuesday August 15, 2017 at 5:30 pm at the District Administrative Center, 3285 E. Sparrow Avenue, Flagstaff, Arizona. The Governing Board may consider any item on this agenda in any order and at any time during the meeting. Pursuant to A.R.S. § 38-431.4, members of the Governing Board may participate via speakerphone or other technological devices.

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Board Members

Ms. Christine Fredericks, President
Ms. Kara Kelty, Clerk
Dr. Carol Haden, Member
Dr. Carole Gilmore, Member
Ms. Kathryn Kozak, Member

Administration

Mr. Michael A. Penca, Superintendent
Ms. Mary K. Walton, Assistant Superintendent
Mr. Robert Kuhn, Assistant Superintendent
Mr. Scott Walmer, Director of Finance
Ms. Dawn Anderson, Director of Human Resources
Ms. Karin Eberhard, District Relations Coordinator
Ms. Kim Branges, Executive Assistant

Reorder Agenda – At the Governing Board's discretion, the agenda may be reordered to accommodate guests who are present to address specific agenda items.

Agenda – Adoption of the agenda, as submitted, is recommended.

— — —

Members of the Board may not discuss items that are not specifically identified on the agenda. Additional information about agenda items can be found on the district website at www.fusd1.org or by contacting the Superintendent's office at 928-527-6002.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Superintendent's office at 928-527-6002. Requests should be made as early as possible to arrange the accommodation.

Executive Session

Discussion and possible action regarding the contract with Sky Engineering for the Flagstaff High School Metal Lab Renovation. The Governing Board may vote to convene in executive session, which will not be open to the public, pursuant to A.R.S. §38-431.03(A)(4), for discussion of contract subject to negotiation. The District's Attorney may appear in person or telephonically.

Call to the Public – Any person wishing to address the Board on any issue within the jurisdiction of the Board will be granted time to make a presentation at the discretion of the presiding chairperson. Pursuant to A.R.S. § 38-431.01(H), at the conclusion of an open call to the public, Board Members may respond to any criticism, may ask staff to review a matter, or may ask that a matter be put on a future agenda. Members of the Board will not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. Individual remarks may be limited to three minutes.

Student Travel**Presentations****Discussion/Action Items**

Discussion and possible action regarding the proposed Modification LEA Service Order 1 to the Intergovernmental Agreement with Coconino County Education Service Agency for Speech Services. (M. Penca)

Information Items

The Governing Board may identify items they would like placed on a future agenda.

Executive Session

1. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to hold an executive session, which will not be open to the public, for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda. This may be conducted by speakerphone.

*Instructions Regarding Confidentiality:

Pursuant to A.R.S. § 38-431.03(C) all are reminded that minutes of or discussions made at executive sessions are confidential by law and that violations of that confidentiality may subject the individuals involved to such penalties as are prescribed by law, including fines, costs, attorneys' fees and removal from office.

Adjournment

BOARD SUMMARY

Meeting Date: August 15, 2017

Modification LEA Service Order 1 to the Intergovernmental Agreement with Coconino County Education Service Agency for Speech Services

Northland Rural Therapy was set to provide speech services to our students at Leupp Public School. Two weeks into their school year, the therapist backed out, saying she was unable to do it. Northland Rural was not able to fill our .40 FTE position.

FUSD has a long-standing agreement with the Coconino County Education Service Agency (CCESA), which was signed on August 1, 2015, by Barbara Hickman, Superintendent. This is an Inter-Governmental Agreement that is effective through June 1, 2025. CCESA is able to fill our .40 Speech and Language Pathology position, so a modified service order was created. These services will cover the .40 need at Leupp, and will be a total of \$43,995 for the school year. This modified IGA will need the Superintendent's signature.

Recommendation:

Administration recommends approval of the Modification LEA Service Order 1 pursuant to the Intergovernmental Agreement with Coconino County Education Service Agency for Speech Services and authorizes the Superintendent to sign the Modification LEA Service Order 1 to the Intergovernmental Agreement with Coconino County Education Service Agency for Speech Services.

Michael A. Penca, Superintendent
Susan Smith, Director of Exceptional Student Services

Modification LEA Service Order 1
Pursuant to the
Intergovernmental Agreement by and between
Coconino County Education Service Agency
And
Flagstaff Unified School District For
Speech Services

Whereas, the 24th day of August, 2015 parties entered into an Intergovernmental Agreement for the provision of educational services offered by CCESA;

Whereas, *FUSD* seeks to obtain *Speech* services offered by CCESA.

1. Special Provisions

- A. Precise Scope of Service Order: - if specific to a governing document (IEP, order, etc) attach document.

Dynamic Interventions will provide 40 weeks at two days per week of speech services at Flagstaff Unified School District (Leupp Elementary School). Students' services will take place August 2017-May 2018. Dynamic Interventions will schedule times and locations with FUSD's special education director.

- *August 2017 through September 2017, Dynamic Interventions will provide two days per week of SLP-A services and four days of SLP supervision services.*
- *October 2017 through May 2018, Dynamic Interventions will provide two days per week of SLP services,*

B. Obligations of *FUSD*:

2. *FUSD* will, upon receipt of invoices from CCESA, pay to CCESA the amounts expended for *Speech* services provided by CCESA.

3. *FUSD* will pay to CCESA in the amount of **\$43,995** for *Speech Services*.

A. August 2017- September 2017:

- i. SLP-A \$400 per day X 2 days per week X 6 weeks = **\$4,800**
- ii. SLP Supervision \$585 per day X 3 days = **\$1,755**

B. October 2017-May 2018

- i. SLP \$585 per day X 2 days per week X 32 weeks = **\$37,440**

C. **\$4,800 + \$1,755 + \$37,440 = \$43,995**

C. Obligations of CCESA

3. The CCESA will provide psychology services for the fees described above.

- D. This Service Order supersedes and replaces all prior LEA Service orders, except as noted herein:

- E. Any party may withdraw from this agreement upon thirty (30) days written notice to the other parties.

Coconino County Education Service Agency

FUSD

By: _____

By: _____

Cheryl Mango-Paget

Superintendent

Associate Superintendent of Schools

Date: _____

Date: _____

"Flagstaff Unified School District Special Education Services"
IGA CCESA/Flagstaff Unified School District July 7, 2015

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COCONINO COUNTY
AND
FLAGSTAFF UNIFIED SCHOOL DISTRICT FOR
PROVISIONS OF SPECIFIED EDUCATIONAL SERVICES**

Copy
FUSD

THIS INTERGOVERNMENTAL AGREEMENT IS made and entered into by and between COCONINO COUNTY (by and through its Superintendent) hereinafter referred to as "CCESA," and Flagstaff Unified School District hereinafter referred to as "LEA," for the provision of contracted services pursuant to A.R.S. § 15-365.

Whereas, LEA is a duly established school district authorized to enter into such agreement pursuant to A.R. S. §§ 15-342(13) and 15-365;

Whereas, CCESA is a duly established educational service agency operated by the Coconino County Superintendent of Schools under authority of A.R.S. § 15-301 for the purpose of providing programs and services to school districts and charter schools in Coconino County;

Whereas, the CCESA is authorized to provide discretionary programs at the request of school districts pursuant to A.R.S. § 15-302(B);

Whereas, the County Superintendent may establish service programs available to any local school district governing board officially requesting such programs, pursuant to A.R.S. § 15-365;

Whereas, agreements entered into pursuant to A.R.S. § 15-365 are exempt from the provisions of A.R.S. § 11-951, et seq., related to intergovernmental agreements;

NOW, THEREFORE, in consideration of the mutual agreement set forth herein, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide LEA with the opportunity to obtain the services of qualified independent providers on a fee-for-service basis to deliver special education services as needs arise within the District. Additionally, this agreement serves to set forth the terms and conditions under which the CCESA will provide qualified independent service providers to LEA. The special education and related services contemplated for delivery by this agreement include, but are not limited to, vendors delivering psychology evaluation, physical therapy, counseling, special education, occupational therapy, and speech therapy.

2. Term

This Agreement shall commence on August 1, 2015 and shall be effective through June 1, 2025.

3. Termination

Any party may withdraw from this agreement upon thirty (30) days written notice to the other parties.

"Flagstaff Unified School District Special Education Services"

IGA CCESA/Flagstaff Unified School District July 7, 2015

4. Special Provisions

A. Obligations of LEA:

1. LEA will, upon receipt of invoices from CCESA, pay to CCESA the amounts expended for specified educational services procured by CCESA through CCESA's network of qualified independent contractors.
2. LEA understands and agrees that it will be responsible for paying for services specified by each procurement request made by LEA to CCESA, inclusive of any mileage and per diem incurred by the independent contractor providing said services.
3. LEA is, at all times, responsible for costs of and related to any administrative due process disputes, including but not limited to subsequent litigation and appeal, in addition to the costs of the procured services.
4. On or before March 31st of each year, LEA will complete a yearly evaluation form on each individual service provider dispatched to LEA by CCESA. LEA may complete evaluation of individual service providers more frequently if desired.
5. LEA, upon receipt of vendor invoice, will sign the invoice to verify that work has been completed as described. If the vendor invoice is incorrect, LEA shall advise CCESA of discrepancy.

B. Obligations of CCESA

1. Upon request for specialized services by LEA, and subject to availability of qualified individuals to provide said services, CCESA will procure a vendor to deliver the specified services from CCESA's network of qualified independent contractors.
2. Upon invoice made to the CCESA by the qualified independent contractor, CCESA will issue invoices to LEA on a monthly basis for the services provided by the qualified independent contractor to LEA. The invoice to LEA shall include a central administrative cost payable to CCESA. The central administrative cost will be specified in the invoice and is subject to change depending in part upon the number of additional school districts participating in the CCESA's Provision for Specified Educational Services program.
3. CCESA will contract with independent service providers as available. In the event a contract with an independent service provider is terminated prior to the expiration of its term, CCESA will inform LEA as soon as practicable so that it may make alternative arrangements for services.

C. Mutual Obligations

1. Both parties agree to utilize a purchase order agreement when LEA formally requests specified services as offered by CCESA. The purchase order agreement may contain additional terms and conditions of performance to be negotiated by the parties, inclusive of terms and conditions unique to each purchase request.
2. Both parties agree to separately and independently monitor the performance of any independent contractor providing services pursuant to this Agreement.

5. Responsibility for provision of services and Indemnification

"Flagstaff Unified School District Special Education Services"
IGA CCESA/Flagstaff Unified School District July 7, 2015

LEA maintains responsibility for compliance with the Individuals with Disabilities Education Act, the Rehabilitation Act, and any other state or federal laws or regulations relevant to the provision of special education services and related services. CCESA shall not be held responsible for any compensatory education required as a result of disputes over LEA's provision of services.

LEA shall at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and hold harmless CCESA and/or any of its agents, officials, employees, and volunteers from any and all claims, demands, suits, actions, proceedings, losses, costs, and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of any alleged noncompliance with the above-referenced laws and regulations.

6. Financing

- A. Each party represents that it has appropriated in its budget sufficient funds to meet its obligations under this agreement for each fiscal year.
- B. Payment obligations of each party under this agreement are conditioned upon the availability of funds appropriated or allocated by the governing body of each party. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated in accordance with Section 2. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Cancellation for Conflict of Interest

This Agreement may be cancelled in accordance with the provisions of A.R.S. § 38-511.

8. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

9. Entire Agreement

This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

10. Waivers

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

11. Notices

"Flagstaff Unified School District Special Education Services"

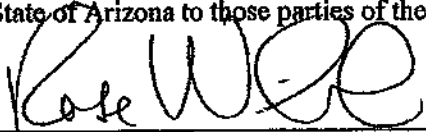
IGA CCESA/Flagstaff Unified School District July 7, 2015

All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile, or e-mail.

12. Dual Representation

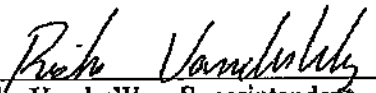
If applicable, the Parties to this Agreement have chosen the Coconino County Attorney's Office to act as their counsel for the purpose of reviewing this Agreement. In so doing, by their signatures below, each party acknowledges that it is aware that the Coconino County Attorney's Office has represented both parties in the formation of this Agreement, and each party expressly waives any conflict created thereby.

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.


Deputy County Attorney Coconino County

Approved by resolution of the Board of Supervisors on the 20 Day of July, 2015,
authorizing the County Superintendent of Schools to sign on its behalf.

Coconino County Superintendent of Schools


Risha VanderWey, Superintendent

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

Attorney for Flagstaff Unified School District

Flagstaff Unified School District

Approved by resolution of the governing board on the _____ day of _____, 2015
authorizing the Superintendent to sign on its behalf.

By: Barbara Hickman, Superintendent

"Flagstaff Unified School District Special Education Services"

IGA CCESA/Flagstaff Unified School District July 7, 2015

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Deputy County Attorney Coconino County

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Coconino County Superintendent of Schools


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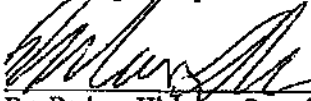
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Attorney for Flagstaff Unified School District 

Flagstaff Unified School District

Approved by resolution of the governing board on the 28 day of July, 2015
authorizing the Superintendent to sign on its behalf.


By: Barbara Hickman, Superintendent 