



AGENDA

VISION: The Washington Elementary School District is committed to achieving excellence for every child, every day, every opportunity.

DATE: February 9, 2017

TIME: Regular Meeting 7:00 p.m.

PLACE: Administrative Center, 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505

**CONSISTENT WITH THE REQUIREMENTS SET FORTH IN ARS 38-431.02,
NOTICES OF THIS PUBLIC MEETING HAVE BEEN APPROPRIATELY POSTED.**

A copy of the completed agenda with names and details, including available support documents, may be obtained during regular business hours at the Washington Elementary School District Superintendent's Office at 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505.

I. REGULAR MEETING – GENERAL FUNCTION

A. Call to Order and Roll Call

B. Moment of Silence and Meditation

C. Pledge of Allegiance

D. Adoption of the Regular Meeting Agenda

It is recommended that the Governing Board adopt the Regular Meeting Agenda.

Motion _____ Second _____ Vote _____

E. Approval of the Minutes

It is recommended that the Governing Board approve the Minutes of the January 26, 2017 Special, Regular and Executive Meeting.

Motion _____ Second _____ Vote _____

F. Current Events and Acknowledgments: Governing Board and Superintendent

G. Showcase

1. Mrs. Natalie McWhorter, Director of Curriculum and Ms. Sydney Knight, Student Teacher at Desert Foothills will provide the Board with an overview of the 2016-2017 Cross County program.

2. Mrs. Courtney Stevens, Director of Accountability, will provide the Board with an overview of the Learning Management System (LMS) and its usage within Washington Elementary School District.

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8-11

H. Public Participation**

- Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)
- Additionally, or instead of, members of the public may address the Governing Board during a specific item that is on the agenda (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)

II. CONSENT AGENDA

It is recommended that the Governing Board approve the Consent Agenda as presented.

Motion _____ Second _____ Vote _____

*A. Approval/Ratification of Vouchers

The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of materials, equipment, salaries and services.

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*B. Personnel Items

Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.

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*C. Public Gifts and Donations: Acceptance of checks and items to schools and District departments in the amount of **\$169,407.35**. (The Value of Donated Items is Determined by the Donor)

Donor	School/Department	Amount/Value
Walmart/Sam's Club Foundation	Acacia Elementary	\$ 1,000.00
Lowe's Toolbox for Education	Acacia Elementary	\$ 4,305.00
Washington Education Foundation	Communication and Public Engagement Department	\$ 3,200.00
Vision Works of America, Inc.	Health Services Department	\$133,730.00
Moon Valley Women's Club	Lookout Mountain Elementary	\$ 2,500.00
The Patterson Family Foundation	Moon Mountain Elementary	\$ 4,500.00
Box Tops for Education	Moon Mountain Elementary	\$ 705.00
Walter Collier	Mountain Sky Junior High	\$ 399.00
Donors Choose (Seven Teachers awarded)	Mountain Sky Junior High	\$ 5,042.62
SPICE – Mountain Sky Parent Group	Mountain Sky Junior High	\$ 5,886.55
Kelly and Diane Ward	Richard E. Miller Elementary	\$ 787.75
David and Alice Wells	Roadrunner Elementary	\$ 400.00
Roadrunner PTA	Roadrunner Elementary	\$ 1,174.32
Sunburst PTO	Sunburst Elementary	\$ 1,777.11
Highland Commercial Management	Sunnyslope School	\$ 1,500.00
Arizona Public Service (APS)	Sweetwater School	\$ 2,500.00

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*D. Acceptance of Agreement – Food Program Permanent Service Agreement – ADE Contract No. ED09-001

17 - 35

*E. Acceptance of Agreement – International Rescue Committee for Refugee School Impact Grant 2016-2017 SY

36 - 57

***F. Policy Review - Approval of First Reading of Proposed Amended Governing Board Policies in Section A – Foundations and Commitments**

	Policy	Recommended Changes
1.	A - District Mission and Belief Statement	None
2.	AA - School District Legal Status	None
3.	AB - The People and Their School District	None
4.	ABA - Community Involvement in Education	None
5.	ABAA - Parental Involvement	Minor
6.	AC - Nondiscrimination / Equal Opportunity	Minor
7.	ACA Sexual Harassment	Minor
8.	ACF - Interpersonal / Human Relations	Recommend to retire
9.	AD - Educational Philosophy / School District Mission	Minor

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III. INFORMATIONAL/DISCUSSION ITEMS

A. Review of 2015-2016 External Audit
(Brittney Williams, Heinfeld, Meech & Co.)

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IV. FUTURE AGENDA ITEMS

V. ADJOURNMENT

Motion _____ Second _____ Vote _____

NOTES: As a matter of information to the audience, five days prior to any Governing Board Meeting, Board Members receive the agenda along with the extensive background material which they study individually before action is taken at the meeting. Routine matters will be asterisked and approved as consent agenda items. Any member of the Governing Board may remove items from the consent agenda.

Persons with a disability may request a reasonable accommodation by contacting 602-347-2802. Requests should be made at least 24 hours prior to the scheduled meeting in order to allow time to arrange for the accommodation.

(*) Items marked with an asterisk (*) are designated as Consent Agenda Items. This implies that the items will be considered without discussion. Consent Agenda items may be removed for discussion and debate by any member of the Governing Board by notifying the Board President or the Superintendent twenty-four (24) hours before regular Board meeting or by a majority of the Governing Board members present at the Board Meeting.

(**) Members of the public who wish to address the Board during Public Participation or on an item which is on the agenda may be granted permission to do so by completing a PUBLIC PARTICIPATION SPEAKER COMMENT form and giving it to the Board's Secretary **PRIOR TO THE BEGINNING OF THE MEETING**. Those who have asked to speak will be called upon to address the Board at the appropriate time. If interpreter services are needed, please contact Angela Perrone at 602-896-6290 at least 24 hours prior to the scheduled Board Meeting in order to allow sufficient time to arrange for an interpreter to be available.

(**) During open session, the Board shall not hear personal complaints against school personnel or any other person connected with the District. Policy KE is provided by the Board for disposition of legitimate complaints including those involving individuals.

(**) The Board may listen but cannot enter into discussion on any item not on the agenda. Depending upon the number of requests to speak to the Board, time limitations may be imposed in order to facilitate accomplishing the business of the District in a timely manner.

**GOVERNING BOARD MINUTES:
REGULAR MEETING****REVISED: FEBRUARY 7, 2017****2016-2017****January 26, 2017****Administrative Center**
Governing Board Room
4650 West Sweetwater Avenue
Glendale, AZ 85304-1505**I. SPECIAL MEETING – GENERAL FUNCTION****A. Call to Order and Roll Call**

Mr. Adams called the Special meeting to order at 6:11 p.m. Governing Board members constituting a quorum present were: Mr. Larry Herrera, Mr. Aaron Jahneke, and Mrs. Tee Lambert.

B. Adoption of the Special Meeting Agenda**A. Boardocs Pro Training Session**

A motion was made by Mrs. Lambert to adopt the Special Meeting Agenda. The motion was seconded by Mr. Jahneke. The motion passed.

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Ms. Martha Crook, Boarddocs Implementation Specialist, provided the Board with a hands on overview of the Boarddocs Pro software.

II. REGULAR MEETING – GENERAL FUNCTION**A. Call to Order and Roll Call**

Mr. Adams called the Regular meeting to order at 7:07 p.m. Governing Board members constituting a quorum present were: Mr. Larry Herrera, Mr. Aaron Jahneke, and Mrs. Tee Lambert.

B. Moment of Silence and Meditation

Mr. Adams called for a moment of silence and meditation. Mr. Adams asked everyone to keep Ms. Graziano's family in their thoughts as we prepare for her Celebration of Life this weekend.

C. Pledge of Allegiance

Mr. Adams led the Pledge of Allegiance.

D. Adoption of the Regular Meeting Agenda

A motion was made by Mr. Jahneke that the Governing Board adopt the Regular Meeting Agenda. The motion was seconded by Mr. Herrera. The motion carried.

4-0**E. Approval of the Minutes**

A motion was made by Mrs. Lambert that the Governing Board approve the minutes of the January 12, 2017 Regular Meeting. The motion was seconded by Mr. Jahneke. The motion carried.

4-0**F. Current Events and Acknowledgments: Governing Board and Superintendent**

The following announcements and comments were made by Governing Board members and Superintendent :

Mr. Jahneke:

- Attended the BEGIN Peter Piper Pizza Fundraiser on Wednesday, January 18, 2017. Mr. Jahneke said it was a well-attended event. Mr. Jahneke thanked Dr. Maggie Westhoff, Mrs. Jenny Champ and their staff for putting together a wonderful event.

Mr. Herrera:

- Visited Arroyo Elementary and Abraham Lincoln Traditional School on Tuesday, January 17, 2017.
- Visited Sweetwater Elementary on Thursday, January 19, 2017.
- Thanked all of the staff around the District for the wonderful work they do every week.

Mr. Adams:

- Attended the BEGIN Program Event at Peter Piper Pizza on Wednesday, January 19, 2017.
- Attended an Arizona Business Education Coalition (ABEC) Legislative Connection luncheon down at the Capitol, along with Dr. Stanton, on Thursday, January 19, 2017.
- Meet with Arizona House Speaker, J.D. Mesnard and Representative Paul Boyer along with Dr. Stanton, Mrs. Cathy Thompson and Mr. Justin Wing on Friday, January 20, 2017 to discuss issues affecting WESD.
- Attended the Parent Leadership Team Meeting on Monday, January 23, 2017.
- Visited Manzanita Elementary and met with Principal Darcy Estrada and Assistant Principal Ashanti Givens on Wednesday, January 25, 2017.
- Attended the District annual Spelling Bee on Thursday, January 26, 2017. Mr. Adams thanked Dr. Lyn Vineyard for organizing the event.
- Mr. Adams welcomed and acknowledged Boy Scout George Gavagan from Troop 513, who attends John Jacobs Elementary. Mr. Gavagan was attending the board meeting to earn his Communication badge.

Superintendent Stanton

- Hosted the January 2017 Employee of the Month breakfast on Wednesday, January 18, 2017.
- Attended a District data meeting on Wednesday, January 18, 2017.
- Attended the BEGIN fundraiser on Wednesday, January 18, 2017.
- Attended the School Connect Summit on Thursday, January 19, 2017.
- Hosted the January 2017 Superkids luncheon on Friday, January 20, 2017.
- Held a recognition celebration for the Purchasing and Materials Management Department on Monday, January 23, 2017. Dr. Stanton thanked Mr. Filiberto Fernandez for providing the wonderful salsa for the department recognitions.
- Parent Leadership Team meeting on Monday, January 23, 2017.
- Announced that WESD would be hosting a Teacher Fair on Saturday, January 28, 2017 at the District Office.
- Reminded everyone that Ms. Clorinda Graziano's Celebration of Life would be held on Saturday, January 28, 2017 at the Franciscan Renewal Center at 10:00 p.m.

G. Special Recognition

- I. Superintendent Stanton introduced Dr. Maggie Westhoff, Director of Professional Development who recognized and acknowledged Katie Piehl, Special Education Teacher at Mountain Sky Junior High for earning National Board Certification and Lori Fox, 1st Grade teacher at Moon Mountain Elementary for renewing her National Board Certification. Dr. Westhoff explained that the National Board Certification is the most prestigious credential a teacher can earn.

Dr. Westhoff shared the following data regarding National Board Certification:

- WESD became involved with the National Board Certification program in 1996.
- WESD produced its first nationally certified teacher in 1998.
- Since 1998, WESD has had 75 teachers receive national certification.
- Out of those 75 national certified teachers, 41 are still with WESD and 11 are administrators and/or coaches.
- Out of the 75 WESD nationally certified teachers that have renewed their certification, 15 are on their second ten year renewal.

- WESD currently has 12 candidates currently going through the National Board Certification process.
- In 2016, 533 teachers were nationally certified and 11 of them were from Arizona.
- In 2016, 3,384 teachers received National Board recertification and Arizona had 27 teachers get recertified.
- A total of 112,814 teachers were either certified or recertified as National Board Certified Teachers.
- WESD is listed as number five regarding the Arizona school districts with the most number of National Board Certified Teachers.

Dr. Westhoff thanked and acknowledged Barbara Post, Director of Gifted Services; Jill Mirza, Teacher at Sahuaro Elementary; Marcy Hyde, Program Coach at Tumbleweed Elementary; Linda Ambruster, Librarian at Mountain View; and Lee Deremo from the Gifted Center at Sahuaro for providing support and guidance to our teachers as they go through the National Board Certification process.

- II. Superintendent Stanton introduced Mrs. Cathy Thompson, Director of Business Services who recognized and acknowledged Mrs. Connie Parmenter for serving as a mentor for the Arizona Department of Education's Team Up for School Nutrition Success event on November 9, 2016. Mrs. Thompson commented that Mrs. Parmenter is seen as a leader within the school nutrition community both within the state and nationally.

H. Public Participation

There was no public participation.

I. Approval of the Consent Agenda

Mr. Adams asked that Consent Items E and F be pulled from the Consent Agenda for separate consideration.

Mr. Adams requested a motion to approve Consent Agenda Items A, B, C, D, and G. Mr. Jahneke made a motion that the Governing Board approve Consent Agenda items A, B, C, D, and Gas presented. The motion was seconded by Mr. Herrera. The motion carried.

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Mr. Adams thanked all of the individuals, organizations, and companies who donated to the students and staff at WESD.

III. CONSENT AGENDA

*A. Approval/Ratification of Vouchers

Approved and ratified the vouchers as presented.

4-0

*B. Personnel Items

Approved the personnel items as presented.

4-0

*C. Public Gifts and Donations: Acceptance of checks and items to schools and District departments in the amount of \$10,595.05 (The Value of Donated Items is Determined by the Donor

Donor	School/Department	Amount/ Value
Farmers Insurance	Abraham Lincoln Traditional	\$5,000.00
The Patterson Family Foundation	Cactus Wren Elementary	\$3,000.00
Keeping the Blues Alive Foundation	Mountain View School	\$1,569.05
Stacy Alyse Simon	Orangewood School	\$1,000.00

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***D. Out of State Travel**

The following individuals are requesting travel to St. Louis, Missouri on April 17 – 21, 2017 to attend the National Catholic Education Association Training.

Name of Traveler	Position	School/Department
Wendy Treon	Administrator	Saints Simon and Jude School
Nicole Escobar	Teacher	Saints Simon and Jude School

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***E. Award of Contract – 16.028 Construction Manager at Risk (CMAR) for Richard E. Miller Site Improvement Project to Concord General Contracting, Inc. in an amount not-to-exceed \$43,940.00 for Pre-Construction Services**

Mr. Adams made a motion to approve Consent Item E as presented. Mrs. Lambert seconded the motion.

Superintendent Stanton introduced Mr. Howard Kropp, Director of Purchasing who provided the Board with clarification regarding the wording contained within Consent Item E. Mr. Kropp explained that the statement “Request for Quote” should read “Request for Qualifications”. Mr. Kropp apologized for the oversight and said that the error does not affect the motion.

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Mrs. Lambert thanked Mr. Kropp for the clarification that the request is based on qualifications not price.

Mr. Adams requested a vote on the motion as presented. The motion passed.

***F. Award of Contract – 16.029 Construction Manager at Risk (CMAR) for HVAC Project at Cholla Middle School and Washington Elementary to Pueblo Mechanical. in an amount not-to-exceed \$23,320.00 for Pre-Construction Services**

Mr. Adams made a motion to approve Consent Item F as presented. Mr. Jahneke seconded the motion.

Mr. Howard Kropp, Director of Purchasing who provided the Board with clarification regarding the wording contained within Consent Item F. Mr. Kropp explained that the statement “Request for Quote” should read “Request for Qualifications”. Mr. Kropp apologized for the oversight and said that the error does not affect the motion.

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Mr. Adams requested a vote on the motion as presented. The motion passed.

***G. Policy Review - Approval of Second Reading of Proposed Amended Governing Board Policy GCK © - Professional Staff Assignments And Transfers**

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IV. INFORMATIONAL/DISCUSSION ITEMS

A. Update Regarding Special Services Reconfiguration Plan

Superintendent Stanton introduced Dr. Craig Carter, Director of Special Services and Mrs. Lori Mora, Administrator of Special Services to present to the Board an update on the special services reconfiguration plan.

Dr. Carter and Mrs. Mora informed the Board that the District currently reconfiguring its current special education practices due to WESD special education students’ not demonstrating growth toward grade level academic standards in comparison to their grade level peers.

Dr. Carter and Mrs. Mora stated that a large percentage of the District's special education students are not engaged standards-based curriculum because of the following factors:

- Progression towards grade level standards is limited.
- Progress on IEP goals does not correlate with state assessment results.
- Current materials utilized in resource program are supplanting curriculum vs. supplementing.
- Limited opportunities for collaboration between special and general education teachers exist.

Dr. Carter and Mrs. Mora said that the reconfiguration will:

- Initiate a multi-year process
- Focus on improving academic and behavioral outcomes for students with disabilities
- Align to general education continuous improvement initiatives
- Increase collaboration and alignment of instruction for all students
- Systematically offer increased support for all campuses in meeting the needs of students with disabilities

Dr. Carter and Mrs. Mora concluded that the reconfiguration is not designed to:

- Return all students with special needs to general education classrooms full time
- Eliminate self-contained settings throughout the District
- Reduce the level of services for all students with disabilities
- Place the majority of responsibility on general education teachers to implement students' IEPs

Dr. Carter and Mrs. Mora summarized that the reconfiguration is designed to:

- Ensure students are receiving appropriate level of services to support their specific learning skills
- Strengthen the resource service delivery model on all campuses
- Better align instruction in special education settings to general education curriculum and grade level content standards
- Provide students with disabilities more opportunities to remain on their home campus with their peers

Dr. Carter and Mrs. Mora left the Board with the Special Services Department key next steps:

- Establish resource service delivery models and provide specific examples of scheduling options for campuses
- Determine resource staffing for all campus configurations
- Assist with scheduling options to maximize resource support
- Identify curricula and instructional practices for resource delivery model
- Align professional development with general education PD

B. Interim II Assessment Update – Data Now What?

Superintendent Stanton introduced Dr. Adrienne Razo, Director of Assessment and Evaluation to present to the Board the Interim II Assessment results.

Dr. Razo provided the Board with the results of the Interim II Assessments and what the schools and District are doing with the data to improve student academic achievement.

Dr. Razo highlighted the eighth grade math scores that increased from 42% passing rate during interim I testing to a 62% percent passing rate during interim II.

Dr. Razo concluded her presentation with the following talking points:

- WESD has an efficient process for assessing students and providing data for instructional decisions
- District and school teams analyze data and make decisions based on data
- 90 Day plans are continuously revised as Interim results are analyzed

C. Discussion of the Characteristics of an Effective Governing Board Member

Mr. Adams led a discussion on what characteristics make for an effective Governing Board Member. Mr. Adams read from a document that the Board had been provided regarding the characteristics that distinguish an excellent Board Member from an average Board Member. The characteristics were:

- Truly want to do what is best for kids and the district as a whole, no axe to grind.
- Know and stay within their role, the difference between what boards do and what administration does
- Committed, dedicated, open minded, and reasonable
- Regular attendance, on time, and have read their materials
- Speak for a reason that leads to better decisions, not to glorify their decision
- Can disagree without any animosity left over
- Always seeking to better understand both the community and the school district
- Ethics and integrity in all they do

Mr. Adams stated he agreed with the characteristics that were shared he felt WESD current members all live and breathe those characteristics.

Mr. Adams opened the floor for comments.

Mrs. Lambert stated she agreed with the characteristics read by Mr. Adams and wanted to add that since the new board member will be appointed for a two year term, she would like to add to the first bullet as follows:

- Truly want to do what is best for kids and the district as a whole, no axe to grind or using the position as a personal goal for their next political step.

Mrs. Lambert said she would like the new board member to spend the two years focused on the District and its students, not as a personal stepping stone.

Mr. Herrera stated that he felt being a board member is a lot of work and takes a lot of effort. Mr. Herrera also stated that board members should know the attitudes and the feeling of how the public feels about the district. Mr. Herrera said an effective Board member should know the pulse of the District. Mr. Herrera said a person within the District who currently exemplifies that trait is Mrs. Jill Hicks.

Mr. Herrera also said an effective board member needs to understand education policy and terminology.

Mr. Jahneke stated that he agreed with the original characteristics and all of the additions from his colleagues. Mr. Jahneke said that he wanted to add that when he was thinking about who would be the next Board President, he wanted to ensure that the process for selecting a new board member was honored. Mr. Jahneke said he felt really confident that this Board and the selection committee that consists of Superintendent Stanton; Mrs. Mindy Whalen, WDEA President; and a parent, and facilitated by Board President Bill Adams will honor the process.

Mr. Adams thanked everyone for their comments. Mr. Adams added that as chair of the selection committee he will be committed to a transparent process.

V. FUTURE AGENDA ITEMS

Mr. Herrera requested the following future agenda items:

- Travel
- Update on Community Partnerships
- Update on Bond projects

Mr. Adams requested that a study session be held as soon as possible after the new board member is appointed.

VI. CALL FOR EXECUTIVE SESSION

A motion was made by Mr. Jahneke to call for an Executive Session at 8:35 p.m. The motion was seconded by Mr. Herrera. The motion carried.

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VII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

VIII. RECONVENING OF REGULAR MEETING

IX. ADJOURNMENT

A motion was made by Mr. Jahneke to adjourn the meeting at 9:27 p.m. The motion was seconded by Mr. Herrera. The motion carried.

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SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

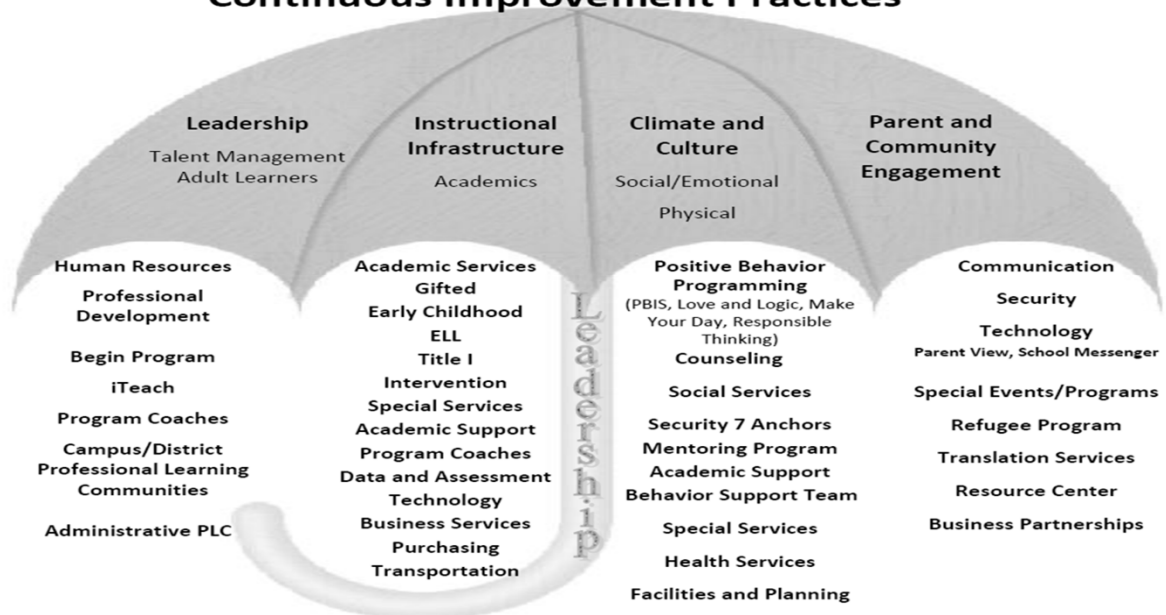
BOARD OFFICIAL

DATE

LEARNING MANAGEMENT SYSTEM (LMS) OVERVIEW

Governing Board February 9th

Washington Elementary School District Continuous Improvement Practices



WHAT IS AN LMS?

Learning Management System

- A customizable digital platform

WHY DO WE NEED ONE?

- Ability to collaborate digitally
- Harness the power of technology for digital natives (students & staff)
- Flexibility with online curriculum/classes/lessons – Opportunity Culture
- Passing of the Bond
 - Presence of student technology

WHAT DOES IT DO THAT WE NEED?

A customizable digital platform

- to digitize our curriculum and resources
- to provide online access to professional development
- to deliver online content to students
- to collaborate and share
- to deliver online assessment

OGMENT

Our product chosen is Ogment by EvoText

- <https://www.getogment.com/features>

WHERE WE ARE AT IN THE PROCESS

- Have our environment
- Beginning the Learning Process
- Brought on board a pilot group of 53 teachers
 - Help us learn the product through the eyes of teachers
 - Help us develop professional development
 - Help us customize the product for WESD
 - Help us begin to build out course content
 - Help us identify systems of support that will be necessary for success
 - Inform our roll out plan
 - Help us figure out what we don't know that we don't know!!!

TALKING POINTS

- Ogment provides a digital platform for:
 - teachers to utilize with their students for instruction
 - collaboration
 - professional development
 - assessment

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
FROM:	Dr. Paul Stanton, Superintendent	<u> </u>	Discussion
DATE:	February 9, 2017	<u> </u>	Information
		<u> </u>	1 st Reading

AGENDA ITEM: *Approval/Ratification of Vouchers

INITIATED BY:	<u>Elizabeth Martinez,</u>	SUBMITTED	<u>David Velazquez, Director of</u>
	<u>Accounting Manager</u>	BY:	<u>Finance</u>

PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA, DK and A.R.S. §15-321</u>
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SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of salaries, materials, equipment, and services. Documentation for warrants is available for inspection from the Finance Department located at the District Administrative Center.

APPROVE/RATIFY FY16/17 PAYROLL VOUCHERS (warrants for services and materials, payroll expense):

01/27/17	<u>2,994,383.49</u>
Totals:	<u>2,994,383.49</u>

APPROVE/RATIFY FY 16/17 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):

01/25/17	1,823,089.65
01/27/17	<u>260,827.61</u>
Totals:	<u>2,083,917.26</u>

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve and ratify the payroll and expense vouchers as presented.

Superintendent 

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Paul Stanton, Superintendent Discussion
DATE: February 9, 2017 Information
AGENDA ITEM: *Personnel Items 1st Reading

INITIATED BY: Justin Wing, Director of Human Resources
SUBMITTED BY: Justin Wing, Director of Human Resources

PRESENTER AT GOVERNING BOARD MEETING: Justin Wing, Director of Human Resources

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

The attached personnel actions are presented for approval.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the personnel items as presented.

Superintendent 

Agenda Item *II.B.

RECOMMENDED PERSONNEL ACTIONS

February 9, 2017

I. RESIGNATIONS, RETIREMENTS, EXCESSES, AND LEAVES OF ABSENCE**A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
N/A						

B. CERTIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Copelly-Lerma	Lindsay	Teacher-Social Studies	Mountain View	Resignation	8	1/20/2017
Kirvan	Belinda	Teacher-Math	Palo Verde	Resignation	4	5/24/2017
Tybur	Martha	Teacher-LD	Mountain Sky	Retirement	2.5	1/23/2017
Wheet	Kathleen	Teacher-Kindergarten	Cactus Wren	Retirement	11.5	1/17/2017

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS	EFFECTIVE
Anderson	LaDonna	Library Technician	Lookout Mountain	Resignation	6	5/24/2017
Kidd	Terry	Office Specialist	Human Resources	Resignation	1.5	2/13/2017
Oransky	Angela	Human Resources Analyst	Human Resources	Resignation	2.5	2/17/2017
Salazar	Joshua	Night Custodian	Cholla	Resignation	1 mo.	1/18/2017
Serna	Catherine	Health Technician	Chaparral	Resignation	19	5/24/2017
Smith	Dennis	Custodian	Mountain View	Resignation	8	1/17/2017
Villa	Marcelina	Finance Analyst	Finance	Resignation	5 mo.	1/13/2017

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Diana	Beverly	Bus Assistant	Transportation	Resignation	1	1/12/2017
Geller	Diane	Paraprofessional	Desert View	Retirement	15	5/23/2017
Gustafson	Anne	Paraprofessional	Desert Foothills	Retirement	15	5/23/2017
Houser	David	Psychologist	Special Services	Resignation	8	6/2/2017
Ingoglia	Gary	Paraprofessional	Chaparral	Resignation	7	1/27/2017
Jones	Keymia	KidSpace Site Coordinator	Shaw Butte	Resignation	2.5	2/1/2017
Larranaga	Adrian	KidSpace Asst.	Shaw Butte	Resignation	1	2/3/2017
Martinez	Suzette	Food Service Helper	Sweetwater	Resignation	3 days	1/12/2017
Otto	Gregory	Bus Driver	Transportation	Resignation	1.5	1/11/2017
Paz	Blanca	Paraprofessional	Desert View	Resignation	1.5	1/24/2017
Ramirez	Vanessa	Paraprofessional	Manzanita	Resignation	5 mo.	1/27/2017
Relford	Cynthia	Occupational Therapist	Special Services	Retirement	22	5/24/2017
Rivas Gallegos	Maria	Office Technician	Shaw Butte	Resignation	4.5	1/27/2017
Shay	Brenda	Crossing Guard	Ironwood	Resignation	4 mo.	12/5/2016
Vargas	Debbie	Food Service Helper	Cholla	Termination	5 mo.	1/13/2017

RECOMMENDED PERSONNEL ACTIONS

February 9, 2017

II. EMPLOYMENT

A. ADMINISTRATIVE

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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N/A

B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Adrian	Laura	Teacher-Kindergarten	E	Cactus Wren	balance of year
Asplin	Sarah	Teacher-Math	E	Mountain View	
Eddy	Susan	Teacher	E	TBD	17-18 FY
Helms	Kimberly	Teacher-3rd Grade	E	Sweetwater	17-18 FY
Manuel	Charrawn	Teacher	N	TBD	17-18 FY
Riedmann	Debbie	Teacher	E	TBD	17-18 FY
Rupp	Michael	Teacher	E	TBD	17-18 FY
Sommerville	Josi	Teacher	E	Cholla	
Templeton	Glendon	Teacher-Language	E	TBD	17-18 FY
Thornton	Christina	Teacher	E	TBD	17-18 FY
Volpe	Ashley	Teacher	E	TBD	17-18 FY
Yeakel	Cody	Teacher	E	TBD	17-18 FY

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Fierro	Zulma	Night Custodian	E	Mountain View
Malanowski	Allen	Detention Monitor	E	Mountain View

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Buchanan	Aracelis	Food Service Helper	E	Food Service
Diego	Anna	Crossing Guard	E	Shaw Butte
Franks	Jeremiah	KidSpace Assistant	E	Lookout Mt.
Grooman	Shobee	Paraprofessional	E	Arroyo
Hodge	Amber	Paraprofessional	E	Palo Verde
Loudermilk	Melissa	Crossing Guard	E	Shaw Butte
Neu	Shawna	Personal Care Provider	N	Chaparral
Tinoco Cuevas	Monica	KidSpace Assistant	E	Lookout Mt.
Trigo	Alissa	KidSpace Assistant	E	Abraham Lincoln
Vuckovic	Sanja	Special Ed. Asst.	E	Desert View

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Paul Stanton, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	February 9, 2017		
AGENDA ITEM:	*Public Gifts and Donations: Acceptance of checks and items to schools and District departments in the amount of \$169,407.35 (The Value of Donated Items is Determined by the Donor)		
INITIATED BY:	Shannon Tucker, Board Secretary	SUBMITTED BY:	Shannon Tucker, Board Secretary
PRESENTER AT GOVERNING BOARD MEETING:	<u>Dr. Paul Stanton, Superintendent</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	BBA and A.R.S. §15-341		
<u>SUPPORTING DATA</u>	Funding Source: Donations Budgeted: N/A		

In accordance with Board policy, the Governing Board is advised that the following items have been received in support of Washington Elementary School District students, parents, and staff.

1. Walmart/Sam's Club Foundation donated a check in the amount of \$1,000.00 to Acacia Elementary to be used for technology and reading incentives for students.
2. Lowe's Toolbox for Education donated a check in the amount of \$4,305.00 to Acacia Elementary purchase desks for students.
3. Washington Education Foundation donated thirty-two \$100.00 gift certificates to Gardner's Book Service to the Communications and Public Engagement Department for schools to purchase books as incentives for Read Across America.
4. Vision Works of America, Inc. donated 622 certificates for eye exams and glasses with an approximate value of \$133,730.00 to the Washington Elementary School District's Health Services Department to be given to students in need.
5. Moon Valley Women's Club donated a check in the amount of \$2,500.00 to Lookout Mountain Elementary to be used for student scholarships for after school classes.
6. The Patterson Family Foundation donated a check in the amount of \$4,500.00 to Moon Mountain Elementary to purchase books for the library.
7. Box Top for Education donated a check in the amount of \$705.00 to Moon Mountain Elementary to be used for the benefit of students and staff.

Agenda Item *II.C.

February 9, 2017

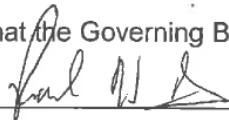
*Public Gifts and Donations: Acceptance of checks and items to schools and District departments in the amount of **\$169,407.35** (The Value of Donated Items is Determined by the Donor)

8. Walter Collier donated a Canon EOS Rebel Digital Camera with an approximate value of \$399.00 to Mountain Sky Junior High to be used in journalism classes and for the newspaper and yearbook.
9. Donors Choose donated a Flash Forge Creator Pro 3D Printer; 13 Stools; two Lenovo ThinkPad Yoga 11e Chromebooks and two Google EDU Management Console Licenses; a 45 Logitech B100 Mouse USB; one Future Harvest Sun Blaster Grow Light Garden; one Aqua Sprouts Garden; ten Plant Growing Trays, one Heirloom Vegetable Garden Seed Collection Assortment of 15 Non-GMO Seeds; one Miracle Grow Aero Garden Ultra Indoor Garden with Gourmet Herb Kit; one Espoma 8-quart Organic Seed Starter; one Herb Set; 12 popular varieties of Easy-to-Grow Organic Seeds; 3 Three-Tiered Stackable Garden Indoor/Outdoor Vertical Planter Garden with a combined approximate value of \$5,042.00 to seven teachers at Mountain Sky Junior High.
10. SPICE – Mountain Sky Parent Group donated a check in the amount of \$5,886.55 to Mountain Sky Junior High School to be used towards the Forum Field Trip.
11. Kelly and Diane Ward donated paper and envelopes with an approximate value of \$787.75 to Richard E. Miller Elementary to benefit students and staff.
12. David and Alice Wells donated a check in the amount of \$400.00 to Roadrunner Elementary to be used toward student field trips.
13. Roadrunner PTA donated a check in the amount of \$1,174.32 to Roadrunner Elementary to be used for the P.E. Department.
14. Sunburst PTO donated a CBC Ultima Laminator with an approximate value of \$1,777.11 to Sunburst School to benefit students and staff.
15. Highland Commercial Management donated a check in the amount of \$1,500.00 to Sunnyslope School for the benefit of students and staff.
16. Arizona Public Service donated a check in the amount of \$2,500.00 to Sweetwater School to be used to purchase classroom supplies for STEM learning.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the gifts and donations as presented.

Superintendent _____



Agenda Item: *II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
FROM:	Dr. Paul Stanton, Superintendent	<u> </u>	Discussion
		<u> </u>	Information
DATE:	February 9, 2017	<u> </u>	1 st Reading

AGENDA ITEM: *Food Program Permanent Service Agreement – ADE Contract No ED09-0001

INITIATED BY:	Connie Parmenter, RD Director of Nutrition Services	SUBMITTED BY:	Connie Parmenter, RD Director of Nutrition Services
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PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On September 9, 2014 the Governing Board approved the permanent agreement with the District for participation in the Food Services Program which includes participation in the National School Lunch and Breakfast Programs, the Summer Food Service Program, the Fresh Fruit and Vegetable Program and the Food Distribution Program.

Since this time, there has been a change in the list of authorized signers for the food program.

Agreement has been reviewed by Director of Business Services.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Food Program Permanent Service Agreement with the Arizona Department of Education and authorize Governing Board President Mr. Bill Adams to execute the Certification, Dr. Paul Stanton to execute the Agreement as the Designated Official and Connie Parmenter, Director of Nutrition Services, Cathy Thompson, Director of Business Services and Tina Fedel, Program Supervisor to execute documents as other authorized signatories.

Superintendent 



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
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FOOD PROGRAM PERMANENT SERVICE AGREEMENT

ADE Contract No. ED09-0001
Revised Summer 2014

Washington Elementary School District No. 6

("SPONSOR")
(Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SPONSOR pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SPONSOR is a public agency). If the SPONSOR is a public agency, the SPONSOR is authorized to enter into this Agreement pursuant to A.R.S. 15-342 (13)
(to be completed by the SPONSOR)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SPONSOR enters into this Agreement with the BOARD for participation in one or more of the following programs (the "PROGRAM") (Check those that apply):

1. ☒ National School Lunch Program (CFDA No. 10.555)
2. ☒ School Breakfast Program (CFDA No. 10.553)
3. ☐ Special Milk Program (CFDA No. 10.556)



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT

ADE Contract No. ED09-0001
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A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SPONSOR for the above designated PROGRAMs operated by SPONSOR in accordance with the following regulations, and any amendments, which are applicable to such PROGRAMs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

The SPONSOR agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAMs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that, for each site listed on the site sheet of the application, it will conduct the above designated PROGRAM(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each PROGRAM (unless the requirement is restricted to a particular PROGRAM):

1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1).
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the PROGRAM. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SPONSOR, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service.
- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.



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- d. Plan menus in order to meet the Dietary Guidelines for Americans and key nutrient levels as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY CNP Office, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the PROGRAM application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SPONSOR to be eligible for such meals under 7 CFR part 245 and as described in the CNP Guidance Manual.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.11(i). Report verification results to the AGENCY no later than March 1. Collect and report the number of students who were terminated as a result of verification, but who were reinstated as of February 15. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SPONSOR's designated official signing the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SPONSOR with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, times an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SPONSOR shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each PROGRAM include:
 - (I) daily number of meals served to children, by category and type of meal;
 - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the PROGRAM, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and



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- (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).
- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the PROGRAM as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
 - o. The penalties specified in 7 CFR part 210.26 shall apply to any SPONSOR who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regards to claims submitted.
 - p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 are exempt, except they shall do a total count of all children at the point of service. School sites approved for Special Assistance, Provision 3 are exempt from any point of service meal counts.
 - q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
 - r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
 - s. Maintain necessary facilities for storing, preparing and serving food and milk.
 - t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SPONSOR application to participate in the PROGRAMs, or in withholding of reimbursement funds.
 - u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those PROGRAMs as specified in 7 CFR parts 210.21(d) and 220.16(d).
 - v. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORS contracting with a FSMC shall comply with 7 CFR part 210.16.



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A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting, USDA Foods orders and procurement of FSMCs, in accordance with 7 CFR part 210.16

- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of PROGRAM operations. Written approval must be received from the AGENCY prior to both parties entering into contract.
- x. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a PROGRAM authorized by the NSLA and CNA shall establish a local school wellness policy that includes, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and guidelines for school meals as specified in Public Law 111-296, Section 204. SPONSORS must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SPONSOR shall also periodically measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SPONSOR shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the PROGRAM, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a



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report of the most recent inspection conducted, and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition PROGRAM shall only be required to obtain two (2) food safety inspections per year if the nutrition PROGRAMs offered use the same facilities for the production and service of meals.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and DEPARTMENT directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any PROGRAM or activity for which the SPONSOR receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by the furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized DEPARTMENT personnel during hours of PROGRAM operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the DEPARTMENT shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM applicant.
5. AGENCY and SPONSOR shall maintain information on civil rights complaints, if any, submitted and/or received by the SPONSOR, AGENCY or DEPARTMENT, and their resolutions.



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E. EQUAL OPPORTUNITY/NON DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SPONSOR recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SPONSOR mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.
2. The AGENCY shall promptly notify the SPONSOR of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2014 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2015, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by



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ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.

5. The SPONSOR's participation in the PROGRAM(s) under this Agreement is conditioned upon the AGENCY's approval of the SPONSOR's on-line application to the AGENCY through the CNP Web, a fully executed written Agreement with the AGENCY, and, in the event the SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SPONSOR's contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.
6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SPONSOR shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the AGENCY, SPONSOR shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement 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 if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SPONSOR must supply copies of its PROGRAM Application, Free and Reduced-Price Policy Statement and the Free and Reduced-Price Document Summary to the AGENCY. The Free and Reduced-Price Policy Statement will be considered a permanent document.

I. CONFLICT OF INTEREST; CANCELLATION

1. No employee, officer or agent of the SPONSOR who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SPONSOR, shall participate in selection or



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in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).

2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SPONSOR receives written notice of the cancellation unless the notice specifies a later time.

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

The SPONSOR assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SPONSOR toward fulfillment of this Agreement.

L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and



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available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SPONSOR shall produce the original of any or all such records.

N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR. Pursuant to 7 CFR part 210.25, whenever it is determined that the SPONSOR has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the



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Agreement in whole, or in part. The SPONSOR may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SPONSOR shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

P. CERTIFICATION

The SPONSOR certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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USDA Foods AGREEMENT

(Applicable to SPONSORs receiving USDA Foods)

Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute DEPARTMENT donated food to eligible SPONSORs. SPONSORs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SPONSOR. The SPONSOR is responsible for establishing a purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SPONSOR becomes 30 days late from the agreed credit terms. Failure to pay will result in termination of participation and non-renewal of USDA Foods Program
2. The SPONSOR agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SPONSOR agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SPONSOR ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SPONSOR is to notify the AGENCY when any loss of, or damage to, USDA Foods occurs.
4. The SPONSOR shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SPONSOR. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the PROGRAM.
5. The SPONSOR shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SPONSOR shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SPONSOR shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SPONSOR shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a PROGRAM is terminated.



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8. Funds received by the SPONSOR from sales of salvable containers or salvage of USDA Foods shall be deposited in SPONSOR's Non-Profit Food Service Account.
9. SPONSORS may elect to participate in the Food Distribution processing programs. Cost of the processing and distribution of the end product will be incurred by the SPONSOR. Participants shall:
 - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
 - b. Release USDA Foods only to the AGENCY approved processor;
 - c. Maintain records to support purchase of processed commodity end products; and
 - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SPONSOR shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SPONSOR shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs may use USDA Foods in the preparation of meals for eligible SPONSORS pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SPONSOR will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
 - a. Any donated food will be used only to benefit the SPONSOR's feeding operation;
 - b. Proper inventory controls will be maintained;
 - c. All books and records of the FSMC pertaining to the feeding operation of the SPONSOR will be available for the period indicated in Section M of this Agreement; and
 - d. The responsibility will be clearly defined for who (the SPONSOR or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SPONSORS participating in Special Milk Program)

THE SPONSOR AGREES TO:

1. Operate a nonprofit milk service.
2. Submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. Make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. Make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. Make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. Claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. Maintain full and accurate records of the PROGRAM operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. Furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).



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CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SPONSORS receiving \$100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protections Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SPONSOR further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
4. The SPONSOR additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.



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CERTIFICATION PAGE

(Applicable to SPONSORS with governing boards only;
must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
 - (2) Name of governing board member authorized to sign this certification page.
 - (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
 - (4) Date of governing board meeting.
 - (5) Legal name of the SPONSOR.
 - (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
 - (7) Signature of governing board member (same name as on line (2) of this certification page).
- Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) Maricopa)

I, (2) Bill Adams, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3)
Glendale Arizona, on (4) February 9, 2017, this governing board, by motion made, seconded
and carried, approved and authorized execution of an agreement between the (5)
Washington Elementary School District No. 6 and the State Board of Education (BOARD) for the purpose of
participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period
beginning July 1, 2014.

(6) Dr. Paul Stanton has been designated by the governing board to sign this Agreement.

Name of Designated Official
(Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not since been altered or rescinded.

(7) _____
Signature of Governing Board Member
(Same as (2) above)



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SIGNATURE PAGE

AGREED TO AND SIGNED:

1. Dr. Paul Stanton
Superintendent
- _____
(Print or Type Name and Title)
- _____
(Signature of Designated Official if applicable)
[Same as item (6) on Certification Page]
- Washington Elementary School District
No. 6
- _____
(SPONSOR)
- _____
(Date)

4650 W. Sweetwatr Ave., Glendale, AZ 85304
Address _____

OTHER AUTHORIZED SIGNATURES

2. Connie Parmenter
Director of Nutrition Services
- _____
(Print or Type Name and Title)
- _____
(Signature)
3. Tina Fedel
Program Supervisor
- _____
(Print or Type Name and Title)
- _____
(Signature)
4. Cathy Thompson
Director of Business Services
- _____
(Print or Type Name and Title)
- _____
(Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

(Superintendent of Public Instruction or Designee) (Date)
1535 West Jefferson, Phoenix, Arizona 85007

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6

TO:	Governing Board	<u> X </u>	Action
FROM:	Dr. Paul Stanton, Superintendent	<u> </u>	Discussion
		<u> </u>	Information
		<u> </u>	1 st Reading
DATE:	February 9, 2017		
AGENDA ITEM:	*Consent – Agreement with the International Rescue Committee for Refugee School Impact Grant 2016-17 SY		
INITIATED BY:	Dorothy Watkins, Administrator of Social Services	SUBMITTED BY:	Dorothy Watkins, Administrator of Social Services
PRESENTER AT GOVERNING BOARD MEETING:	Dorothy Watkins, Administrator of Social Services		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	BBA		

Supporting Data

Funding Source: International Rescue Committee
Budgeted: \$50,000

Governing Board approval is requested for an approval of the sub grant agreement with the International Rescue Committee (IRC) for the Refugee School Impact Grant. The primary focus of the grant is to help refugee school-aged children who face major initial adjustments and persistence and continuing challenges in schools. The Refugee School Impact Grant provides funding for activities that lead to the effective integration and education of refugee children. The District has been the recipient of this grant for multiple years. The main needs that WESD will be addressing through the Refugee School Impact Grant will be:

- Timely and welcoming school enrollment for refugee students
- Additional outreach support for refugee parents and families to support involvement in their child's education.
- Supplemental academic support program to increase opportunities for academic success

The cumulative contract reimbursement ceiling for the period of October 1, 2016 through September 30, 2017 is \$50,000. IRC has assumed the fiduciary management of the grant for the 2016-2017 SY. Grant funding had previously been managed by the Arizona Department of Economic Security.

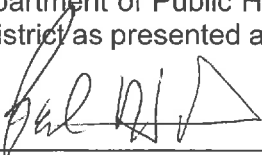
The project plan for the 2016-17 school year is attached.

The grant will be managed by the District Administrator of Social Services.

The agreement, project plan and budget have been reviewed by the District Director of Business.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Intergovernmental Agreement between the Maricopa County Department of Public Health, Office of School Health and Wellness and the Washington Elementary School District as presented and authorize the Superintendent to execute the lease on behalf of the District.

Superintendent 

Date: January 23, 2017
To: Dorothy Watkins
From: Donna Magnuson
Subject: Refugee School Impact Grant – Sub-grant

Dear Ms. Watkins:

Enclosed please find the Sub-grant Agreement between the International Rescue Committee (“IRC”) and Washington Elementary School District. As stated below, on behalf of Washington Elementary School District please sign two (2) copies of the Sub-grant Agreement and return one fully executed copy to IRC.

Thank you for your cooperation. IRC is looking forward to working with Washington Elementary School District on this project.

Sincerely,

Violetta Lopez

Enclosure.

HHS Subgrant US Partner above \$25,000

Authorized Usage:	This template may be used for sub-grant agreements which meet <u>all</u> of the following criteria: <ol style="list-style-type: none">1. U.S. Department of Health and Human Services (HHS) funded sub-grant to US NGO.2. Total sub-grant amount above \$25,000.3. All applicable required <u>prior approvals</u> have been obtained from HHS.4. Sub-grant has been pre-approved by HHS.
Edited by:	Awards Management Unit – July 2016
Directions:	<ol style="list-style-type: none">1. Edit or delete as applicable the optional provisions [<i>shown in brackets</i>].2. This template should not be edited for use on awards less than \$25,000.

**SUB-GRANT AGREEMENT
BETWEEN
THE INTERNATIONAL RESCUE COMMITTEE
AND
WASHINGTON ELEMENTARY SCHOOL DISTRICT
DUNS #: 002902088
CFDA# 93.566 and 93.576**

This **SUB-GRANT AGREEMENT** (this "Sub-grant Agreement") is made and entered by and between the International Rescue Committee, Inc. ("IRC"), a non-profit organization headquartered at 122 East 42nd Street, New York, NY 10168 with offices in USA located at 4425 West Olive Avenue, Suite 400, Glendale, Arizona 85302, and ` Washington Elementary School District (the "Sub-grantee"), a non-profit organization located at 4650 West Sweetwater, Glendale, Arizona 85304. This Sub-grant Agreement includes the attachments referenced below (individually, an "Attachment" and collectively, the "Attachments"), each of which, together with all documents referenced therein, constitute an integral part of the Sub-grant Agreement. By signing below, the parties agree to comply with all the provisions of this Sub-grant Agreement and certify that the individuals signing below have the legal authority to enter into binding agreements on behalf of their respective organizations.

INTERNATIONAL RESCUE COMMITTEE, INC.

By: _____

Name: Donna Magnuson

Title: Executive Director

Date: _____

WASHINGTON ELEMENTARY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENTS:

1. Schedule and Special Provisions
2. Project Description and Terms of Reference (TOR)
3. Budget
4. Financial Report and Cash Transfer Request
5. Monthly Progress Report
6. 45 CFR 75
7. HHS Grants Policy Statement
8. FFATA Disclosure Form

ATTACHMENT 1
SCHEDULE AND SPECIAL PROVISIONS

1. PURPOSE OF SUB-GRANT AGREEMENT

The purpose of this Sub-grant Agreement is for IRC to provide financial support to the Sub-grantee to carry out activities described in Attachment 2 of this Sub-grant Agreement (the “Project”).

2. PERIOD OF SUB-GRANT AGREEMENT

The period of this Sub-grant Agreement shall be from 1 October 2016 through the period ending 30 September 2017. All expenditures made with funds provided under this Sub-grant Agreement shall be only for the purpose of allowable program expenditures incurred during the period of this Sub-grant Agreement.

3. AMOUNT OF SUB-GRANT AGREEMENT, OBLIGATED AMOUNT AND PAYMENT

3.1. Currency.

3.1.2. All ceilings, funding limitations, cost and budget figures, reports, all invoices to IRC, claims and other accounts, documents and communications of whatever nature arising under or relating to this Sub-grant Agreement and the circumstances surrounding its making and performance are and shall be dominated exclusively in U.S. Dollars.

3.1.3. If expenditures incurred under this Sub-grant Agreement are made in currencies other than United States dollars, the exchange rate to the United States dollar used for establishing the monthly claim should be based on the actual exchange rate obtained at the time of exchange. The Sub-grantee must consistently use the same method throughout the period of this Sub-grant Agreement for reporting expenditures.

3.2. Project Amount.

The total estimated amount of the Project is US \$50,000 (USD fifty thousand dollars only) (“Project Amount”).

3.3. Obligated Amount

3.3.1. IRC hereby obligates the amount US \$50,000 (USD fifty thousand dollars only) for the period from **October 1st, 2016** to **September 30, 2017** for the purposes of this Sub-grant Agreement (the “Obligated Amount”).

3.3.2. IRC shall not be liable for reimbursing the Sub-grantee for any costs in excess of the Obligated Amount. All funds shall be expended pursuant to and as per the approved budget as referenced in Attachment 3.

3.3.3. Future obligation of funds, if any, up to the Project Amount shall be effected by written modifications to this Sub-grant Agreement.

3.3.4. All funding, including the Obligated Amount, are subject to the continued availability of funding under the primary grant agreement between IRC and the Center for Disease Control and Prevention (the “Donor”), satisfactory progress and completion of deliverables outlined in this Sub-grant Agreement, and continued relevance to IRC’s program.

3.4. Payment

3.4.1. The funds for this Sub-grant Agreement are to be provided by the Arizona Department of Economic Security (the “Donor” pursuant to Contract Number: ADES13-050892 (“Cooperative Agreement”). Therefore, payments to the Sub-grantee are subject to the same terms and conditions applicable to payments made to IRC by the Donor, except as may otherwise be expressly stated in this Sub-grant Agreement. The cost principles of 45 CFR 75-Subpart E will govern all costs incurred under this Sub-grant Agreement. In particular, if any costs incurred by Sub-grantee are denied reimbursement by the Donor, Sub-grantee shall have no right to obtain payment or reimbursement from IRC. For payment process procedures refer to Section 6.2.

3.4.2. **RESERVED**

3.4.3. **RESERVED**

3.4.4. **RESERVED**

3.4.5. Request for funds shall be made by Washington Elementary School District and delivered directly addressed to:

Alice Chiao, Finance & Admin Supervisor
International Rescue Committee
4425 W. Olive Avenue, Suite 400
Glendale AZ 85302
Alice.Chiao@rescue.org

3.4.6. Payment shall be made in U.S Dollars by check to the Sub-grantee.

3.4.7. **RESERVED**

4. FINANCIAL PLAN

4.1. Budget and Budget Revision

4.1.1. Total authorized sub-grant budget in USD:

Budget	Total (US\$)	Percent of Total
Personnel	\$31,191.00	62.38%
Benefits	\$9,052.00	18.10%
Travel	\$0	0%
Program Supplies	\$6,872.00	13.75%
Equipment	\$0	0%
Contractual	\$1,110.00	2.22%
Indirect Cost	\$1,775.00	3.55%
TOTAL	\$50,000.00	100%

The Sub-grantee agrees to direct charge all costs incurred in connection with performance of this sub-grant.

- 4.1.2. The Sub-grantee is required to report deviations from attached budget and project plans, and request prior approvals from IRC for any of the following:
- a) A change in the scope or objectives of the project and/or a revision of the funding allocated among different objectives.
 - b) If additional funding is needed.
 - c) The Sub-grantee intends to contract or sub-grant any of the work under this Sub-grant Agreement, and such contracts or sub-grants were not included in the approved Sub-grant Agreement budget.
 - d) Shifts between budget categories that exceed 10% of the total project budget.
 - e) Any other change that would require Donor approval under 45 CFR 75.

The Sub-grantee shall submit such requests to the IRC contact identified in Section 4.2 below

4.1.3. **Financial Compliance**

The Sub-grantee shall adhere to the applicable cost principles under 45 CFR 75 and its determination of reasonable, allocable and allowable costs. The Sub-grantee's financial report will be analyzed on the basis of incurred expenses that are reasonable, allowable and allocable in accordance with the terms and conditions of this Sub-grant Agreement and the applicable cost principles of the IRC:

- a) Reasonable shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.
- b) Allocable costs shall mean those costs, which are necessary to the grant and have been approved in the pre-award discussion.
- c) Allowable costs shall mean those costs, which must conform to any limitations set forth in this sub-grant.
- d) Unallowable costs, direct or indirect, include but not limited to the following examples: advertising, bad debts, contingencies, entertainment, fines, penalties, interest, fund raising, investment, management cost, losses on other awards, taxes, etc.

4.2. **Authorized Individuals**

- 4.2.1. The following person is responsible to implement this Sub-grant Agreement on the part of IRC:

Name: Donna Magnuson
Address: 4425 West Olive Avenue, Suite 400
Glendale, Arizona 85302
Tel No.: 602-433-2881
Email: Donna.Magnuson@rescue.org

- 4.2.2. The following person is authorized to negotiate and make commitments on behalf of the Sub-grantee:

Name: Dorothy Watkins, LCSW
Address: 4650 West Sweetwater Avenue
Glendale, Arizona 85304

Tel No.: 602-347-2708
Email: Dorothy.Watkins@wesdschools.org

5. PROCUREMENT

- 5.1. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Sub-grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offerer whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-grantee. Price, quality and other factors are to be considered. Solicitations shall clearly establish all requirements that the bidder or offerer shall fulfill in order for the bid or offer to be evaluated by the Sub-grantee.
- 5.2. Any and all bids or offers may be rejected when it is in the Sub-grantee's or IRC's interests to do so. Any expense over USD \$500 must undergo a selection of at least three (3) suppliers/vendors. All procurement over the \$2,500 threshold must be subject to formal competitive bid process. All procurement greater than \$20,000, must be obtained through a sealed bid tender process.
- 5.3. The Sub-grantee shall obtain IRC written consent to enter into any sub-contract that is other than fixed-price, is for the acquisition of motor vehicles, pharmaceuticals or equipment (exceeding \$5,000), and is not separately identified and included in the Sub-grantee budget.
- 5.4. The Sub-grantee should seek an approval from IRC for any expense, which is not included in the sub-grant budget. The Sub-grantee shall, on request, make available to IRC pre-award review and procurement documents such as to request for proposal or invitations for bids, independent cost estimates etc, when any of the following conditions apply:
 - a) Sub-grantee fails to comply with the procurement standards.
 - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
 - c) When the procurement which is expected to exceed the small purchase threshold of \$20,000 specifies a "brand name" product.
 - d) The proposal award over the small purchase threshold of \$20,000 is awarded to other than the apparent low bidder under Sealed Bid procurement.
 - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold of \$20,000.

6. ACCOUNTS, EVALUATION AND REPORTING

6.1. Account Record Keeping

The Sub-grantee shall keep accurate and regular records and accounts of the implementation of the Project using a dedicated double-entry bookkeeping system per IRC requirements.

6.2. Financial Reporting

- 6.2.1. The Sub-grantee shall submit a *monthly* financial report in accordance with Attachment 4. The financial report must be submitted to IRC within seven [7] calendar days following the end of each applicable reporting period. Supporting documents of all expenses must accompany the monthly financial report – i.e. Employee timesheets and time allocations, receipts, mileage reimbursements. Payments shall be rendered within 10 business days' of receipt.
- 6.2.2. The Sub-grantee should submit a final financial report to IRC. The final financial report shall be due no later than October 5, 2017 and shall follow the format provided by IRC.
- 6.2.3. Financial reports shall be submitted to the IRC contact identified in Section 3.4.5 above.

6.3. Work & Monitoring and Evaluation Plans

The Sub-grantee and IRC shall work together to complete a joint detailed work plan for all staff members on the Project team, along with a monitoring and evaluation plan, based on the final project design and logframe, which are due after thirty (30) days from the commencement of the Project.

6.4. Progress Reports

- 6.4.1. The Sub-grantee shall provide *Monthly Progress Report* within seven [7] calendar days complying with Attachment 5.
- 6.4.2. The Sub-grantee shall provide *quarterly* updates on Project progress within seven [7] calendar days following the end of each applicable quarterly reporting period using the following reporting format:

Executive Summary:

To include overall progress of the Project.

Progress in implementation against project Log-frame components and timeline:

Reporting on progress against planned activities and results outlined in the log-frame as detailed below:

Expected outputs/effects

What has been achieved – progress evaluated against results and indicators

Reasons for under/over achievement

Corrective actions taken.

Lessons learned.

Administrative and logistical changes or constraints.

Planned activities for the following quarter.

- 6.4.3. Progress reports should be submitted to:

Violetta Lopez, Program Manager
International Rescue Committee
4425 West Olive Avenue, Suite 400
Glendale, Arizona 85302
Email: Violetta.Lopez@rescue.org

6.5. Project Final Evaluation

All projects must undergo a final evaluation. The Sub-grantee and IRC / Donor will conduct the final evaluation. The final evaluation is to be within the last quarter of the Sub-grant Agreement period. The terms of reference for the final evaluation must be approved (in writing) by IRC / Donor.

6.6. Special Reports.

6.6.1. In addition to above-stated program performance reports, events may occur that have a significant impact upon the program, which shall be communicated to IRC as soon as the conditions become known, including but not limited to:

- a) Problems, delays or adverse conditions that will materially affect the Sub-grantee's ability to attain program objectives, prevent meeting time schedules and goals or preclude the attainment of work units by established time periods. The disclosure shall be accompanied by a statement of action taken or contemplated and any IRC assistance requested to resolve the situation.
- b) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
- c) If any performance review conducted by the Sub-grantee discloses the need for changes in budget estimates in accordance with the criteria established in Section 4.1.2 above, the Sub-grantee shall submit a request for a budget revision to IRC.

6.6.2. Notwithstanding anything to the contrary contained herein, the Sub-grantee's failure to timely provide any report required hereunder shall be grounds for IRC, in its sole discretion, to delay the payment of funds as provided in Sections 3.3 and 3.4 until such report has been received by IRC.

7. TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Sub-grantee. The Sub-grantee will be responsible for the maintenance, protection, custody and care of equipment, supplies and materials. When any equipment is no longer needed, or at the end of the term of this Sub-grant Agreement, whichever is earlier, Sub-grantee shall request and comply with disposition instructions from IRC. The Sub-grantee is subject to the requirements of 45 CFR 75.316 - .325 entitled "Property Standards."

8. AUDIT, ACCOUNTING AND RECORDS

8.1. Financial Records Inspection

8.1.1. The Sub-grantee shall maintain at its principal offices full and complete records and books of accounts, in accordance with Generally Accepted Accounting Principles (GAAP), covering financial details applicable to the activities funded under this Sub-grant Agreement. If required, these records shall include copies of all solicitations made for bids or quotations for commodities or services; bills of lading or other evidence of shipment for commodities procured out of the host country; and such other pertinent documents related to procurement or sales, other services/contracts and the Sub-grantee's substantiation for procurement.

- 8.1.2. The accounts for this Sub-grant must be kept separately from those for any other funding source of program that the Sub-grantee may be responsible for, and must detail all income and expenditure.
- 8.1.3. All records required to be kept under this section shall be maintained in a manner that will permit verification of the Sub-grantee's compliance with its representation, warranties, and obligations contained in all sections of this Sub-grant Agreement.
- 8.1.4. The Sub-grantee shall preserve and make available such records pertaining to this Sub-grant Agreement for examination or audit by the IRC or their authorized representatives:
 - a) until the expiration of seven (7) years from the date of termination of the Sub-grant Agreement; or
 - b) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from IRC to dispose of records. The Sub-grantee agrees to make available any further information requested by IRC with respect to any questions arising as a result of the audit; and
 - c) if any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

8.2. Audit

- 8.2.1. If the Sub-grantee expends \$750,000 or more in USG- federal assistance in any fiscal year of the Sub-grant Agreement period, an annual audit of the Subgrantee shall be conducted for that year in accordance with the terms the 45 CFR 75 Subpart F (Attachment 6). As to each such year for which such is not the case, the Sub-grantee shall notify IRC promptly in writing, and IRC may require a limited-scope (agreed-upon procedures) audit at any time in its sole discretion. In either case, the Sub-grantee shall forward a copy of the audit report to IRC within one month of completion.
- 8.2.2. The Sub-grantee has no more than ninety (90) days after the end of each of its fiscal years to conduct a required audit. Sub-grantee shall submit the report of such audit to IRC promptly upon receipt, including all management letter comments, findings or adjustments that are applicable to this Sub-grant Agreement.

9. SUBSTANTIAL INVOLVEMENT

- 9.1. The following substantial involvement of IRC is anticipated during the implementation of the Sub-grant Agreement:
 - a) IRC will be involved in the monitoring of progress towards achievement of program objectives during the course of the program. Monitoring activities will include and are not limited to: on-site visits, periodic meetings and other measures necessary to monitor activities under this Sub-grant Agreement.
 - b) IRC will meet to review project progress, consultations, etc. as appropriate.
 - c) The Sub-grantee shall not enter into any sub-grants or subcontractors under this award without the prior written authorization and approval of IRC. Sub-grants or subcontracts included in the Project Description do not require additional approval.

10. SPECIAL PROVISIONS

10.1. Insurance/Indemnification

- 10.1.1. IRC shall not be liable for any loss, damage or diversion of commodities or resources under this Sub-grant Agreement. The Sub-grantee shall keep IRC both during and after the term of this Agreement fully effectively indemnified against all loss, damage, injuries, accidents, expenses, actions, proceedings and demands where such loss, damage, injury or death is the result of wrongful or negligent actions on the part of the Sub-grantee or its agents.
- 10.1.2. The Sub-grantee is responsible for all of their staff liabilities and entitlements e.g. salary and benefits that may be incurred whilst undertaking the project. This includes any loss, damage, injury or death that may be incurred whilst employed by the Sub-grantee.
- 10.1.3. IRC does not assume liability for any third party claims for damages arising out of this Sub-grant Agreement.

10.2. Termination or Suspension

- 10.2.1. IRC may terminate or suspend for an indefinite period of time this Sub-grant Agreement with or without cause, upon thirty (30) days written notice to Sub-grantee. Such notice shall be deemed effective as of the date sent in the manner set forth in Section 10.21 for the delivery of notices.
- 10.2.2. In addition to IRC's termination and suspension rights set forth above, IRC may immediately terminate or suspend this Sub-grant Agreement whenever directed by the Donor by giving written notice to the Sub-grantee accompanied by a copy of the notification received by IRC from the Donor. Such notice shall be deemed effective as of the date sent in the manner set forth in Section 10.21 for delivery of notices or on the date of suspension or termination as specified by the Donor, whichever shall be earlier.
- 10.2.3. IRC shall not be obligated to pay for any expenses incurred by the Sub-grantee after the effective date of termination. Upon the effective date, the Sub-grantee shall stop work related to this Sub-grant and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from IRC and the Donor.
- 10.2.4. Within thirty (30) days of termination, the Sub-grantee shall submit a final financial and technical project report to IRC and refund to IRC all unspent funds provided under this Sub-grant Agreement that are not irrevocably obligated in good faith on allowable expenditures incurred during the period of the Sub-grant Agreement. The Sub-grantee will also be required to refund all amounts that have been disbursed for purposes not in accordance with the terms and conditions of this Sub-grant Agreement. In the event of termination for cause, the Sub-Grantee may also be subject to other legal or administrative remedies as appropriate.
- 10.2.5. During any suspension period, the Sub-grantee will return on demand to IRC any remaining funds that are not irrevocably obligated in good faith on allowable expenditures incurred during the period of the Sub-grant Agreement. The Sub-grantee cannot use the available funds to incur new Project expenses during the suspension period. The Sub-grantee is required to submit a financial and progress report as of the date of suspension.

10.2.6. Certain obligations hereunder shall survive the expiration or termination of this Sub-grant Agreement, including without limitation, the obligations set forth in this Section 10.2.

10.3. Resolution of Conflicts and Disputes

Conflicts between any of the Attachments of this Sub-grant Agreement shall be resolved by applying the following in descending order of precedence:

1. Attachment 6: 45 CFR 75
2. Attachment 7: HHS Grants Policy Statement
3. Attachment 1: Schedule and Special Provisions
4. Attachment 2: Project Description & Terms of Reference TOR

10.4. Controlling Law

The Sub-grant Agreement shall be deemed a contract made under, and shall be construed and enforced in accordance with New York law without giving effect to any choice of law or conflict of law provision or rule that would require the application of the laws of a different jurisdiction.

10.5. Taxation

The Sub-grantee is responsible to account for and pay all taxes on services and items paid from their accounts (with funding from this grant) which may legally be due to the relevant governmental authorities. The requesting of any refunds from the local or national revenue authorities by the Sub-grantee is the responsibility of the Sub-grantee.

10.6. International Travel

The Sub-grantee must seek permission from IRC for any international travel which will use funds from this Sub-grant Agreement.

10.7. U.S. Flag Carriers

All transportation under this Sub-agreement are required to be made on U.S. flag carriers to the extent service by such carriers is available.

10.8. Refunds

10.8.1. Funds obligated by IRC but not disbursed to the Sub-grantee at the time the Sub-grant Agreement expires or is terminated shall remain with IRC, except for those funds encumbered by the Sub-grantee in legally binding transactions applicable to this Sub-grant Agreement. Any funds disbursed but not expended by the Sub-grantee shall be refunded to IRC within thirty (30) working days.

10.8.2. If at any time during the life of the Sub-grant Agreement, or as a result of the final audit, it is determined by the Donor or IRC that funds provided by IRC under this Sub-grant Agreement have been expended, but not in accordance with the terms of this Sub-grant Agreement, the Sub-grantee shall refund such amount to IRC within ten (10) working days of IRC's written request

10.9. Enforcement

If the Sub-grantee materially fails to comply with the terms and conditions of the Sub-grant Agreement, IRC may in addition to imposing any of the special conditions outlined in various components of this Sub-grant Agreement:

- a) Suspend subsequent disbursements to the Sub-grantee, or other corrective measures may be undertaken pending correction of deficiency or compliance with IRC recommendations.
- b) Disallow all or part of the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the current Sub-grant Agreement.
- d) Withhold further awards for the project.
- e) Take other remedies that will be legally available.

10.10. RESERVED

10.11. Conflict of Interests and Business Conduct Expectations

IRC intends its business dealings to be characterized by honesty and freedom from deception and fraud. Unethical behavior is unacceptable.

10.12. Representations, Warranties and Indemnities

10.12.1. Sub-grantee represents and warrants that: (i) it is authorized and has the right and ability to undertake the obligations as set forth in this Sub-grant Agreement, and (ii) it is properly registered in all jurisdictions as may be required to perform its obligations under this Sub-grant Agreement.

10.12.2. Sub-grantee agrees to indemnify and hold IRC, its trustees, officers, employees, agents and representatives (including volunteers) harmless from all claims, losses and expenses (including attorney's fees) claimed against or incurred by IRC that arise from Sub-grantee's negligence, recklessness or intentional act or omission that is related to or in connection with this Sub-grant Agreement. Further, no provision of this Sub-grant Agreement shall in any way inure to the benefit of any third-party so as to constitute such party as a third-party beneficiary of the Sub-grant Agreement or any one or more of the terms here of, or otherwise give rise to any cause of action in any person or entity not a party to the Sub-grant Agreement. This provision shall survive the termination of this Sub-grant Agreement.

10.13. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by IRC or the Donor or any other U.S. federal department or agency.

10.14. Independent Relationship & No Contingent Fees

10.14.1. Nothing in this Sub-grant Agreement shall be construed as creating anything other than an independent grantor-subgrant recipient relationship between IRC and the Sub-grantee. In signing this Sub-grant Agreement, the Sub-grantee certifies that it has not paid and is not currently paying any individual or representative of IRC or any agency or organization of any government for the award of this Sub-grant Agreement and is not receiving any supplemental payment for supplies/services provided hereunder.

10.15. Due Diligence Compliance

The Sub-grantee is reminded that U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of the Sub-grantee to ensure compliance with these Executive Orders and laws.

10.16. Standards of Conduct

In compliance with the IRC's policy that all funded activities be implemented in a manner that fully meets the standard of conduct established by the Inter-agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, ensure that the activities conducted with funds provided under this Sub-grant Agreement are implemented in accordance with the Sub-grantee's established code of conduct. Should the Sub-grantee change its code of conduct during the validity period of this Sub-grant Agreement, inform IRC in writing within thirty (30) days of the changes for consideration of whether the revised code continues to meet IRC's and the HHS' standard core principles.

10.17. Anti-Drug Trafficking

Sub-grantee certifies that they are not connected with, benefiting from or engaged in any way with any form of illegal drug trafficking activity and that they will promptly report to IRC any knowledge of any such illegal activity.

10.18. Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for award of this Sub-Agreement, it is understood by IRC/HHS and affirmed by the Sub-grantee that the Sub-grantee has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- (1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;
- (2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally; mistaken belief in the age of a child is not a defense;
- (3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited; this includes exchange of assistance that is due to beneficiaries.
- (4) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- (5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.
- (6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

10.19. Trafficking In Persons.

(A) The Sub-grantee, its subawardee or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

- i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by HHS under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- iv. Charging employees recruitment fees; or
- v. Providing or arranging housing that fails to meet the host country housing and safety standards.

(B) If the Sub-grantee receives any credible information from any source that alleges that the Sub-grantee, contractor, subawardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify IRC and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

(C) For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

10.20. **Intellectual Property**

Proprietary rights in the work produced hereunder are subject to any rights claimed by the United States government.

10.21. **Notices**

Unless otherwise specified herein, any notice given by IRC or the Sub-grantee in connection with this Sub-grant Agreement shall be in writing and sent to the following addresses:

IRC:

IRC: International Rescue Committee, Inc.
4425 West Olive Avenue, Suite 400
Glendale, Arizona 85302 USA
Attn: Violetta Lopez, Program Manager

Sub-grantee:

Washington Elementary School District
4650 West Sweetwater Avenue Glendale, Arizona 85304 USA
Attn: Dorothy Watkins, LCSW

10.22. **Whistleblower Protections**

The Sub-Grantee must:

1. Inform its employees working under this subaward in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Sub-Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

"Whistleblowing" is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

Gross mismanagement of a Federal contract or grant;

- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

10.23. **Governing Law**

This Sub-grant Agreement shall be governed by the laws of the State of New York, USA, and principles of U.S. federal grants law.

10.24. **Dispute Resolution**

If there is any dispute concerning the performance of this Sub-grant Agreement that cannot be settled by negotiation, such dispute shall be settled by arbitration under the rules and auspices of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in New York, New York, USA or in such a location mutually agreed to by parties, and shall be conducted in the English language.

10.25. **Non-Waiver**

Failure by IRC to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any specific waiver or relinquishment be deemed blanket waiver or

relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the party granting the waiver.

10.26. Entire Agreement

This Sub-grant Agreement contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect. This Sub-grant Agreement may be supplemented, amended or modified only by writing executed on behalf of both parties.

10.27. Relationships of the Parties

IRC and the Sub-grantee are independent contractors with respect to each other, and (a) neither IRC nor the Sub-grantee is an agent of the other and the parties have no right or authority to enter into any contract undertaking at the same time, in the name of, or for the account of the other party, or to create or assume any obligation of any kind, expressed or implied, on behalf of the other, except as specifically set forth herein; and (b) nothing in this Sub-grant Agreement shall be construed to create an employer/employee relationship, partnership or joint venture between the parties, or between a party and any employee of the other party.

10.28. Incorporation by Reference

All Attachments hereto are incorporated by reference.

[end of Attachment 1]

ATTACHMENT 2

1. Project Description and Terms of Reference (TOR)

1.1 The primary focus of this originating grant is to help refugee school-aged children who face major initial adjustments and persistent and continuing challenges in school. Eligible students include those who hold refugee or other qualifying status as deemed through the Office of Refugee Resettlement, including refugee, asylee, Cuban/Haitian entrant, certified victim of trafficking, special immigrant Visa holders from Iraq and Afghanistan, and Amerasians. In addition, eligible students are 5-18 years of age and have been in the U.S. for three years or less.

1.2 The Refugee School Impact Grant provides funding for activities that lead to the effective integration and education of refugee children.

- Eligible activities may include:
- After-school tutorials
- After-school and/or summer clubs and activities
- Bilingual/bicultural counselors (i.e. – school liaison)
- Interpreter services

1.3 Washington Elementary School District (WESD) will work with families to provide services so that families are supported in their orientation to the education system and can avoid misunderstandings or mis-communication as their child(ren) adapt(s). Refugee students and families need a welcoming and safe environment, support with the enrollment process and strategies to support their students' academic success. These services are vital to the success of refugee students. The main needs that WESD will be addressing through the Refugee School Impact grant will be:

- 1) Timely and welcoming school enrollment for refugee students often faced with a variety of barriers. These include filling out registration paperwork completely, facing language barriers, and actual time needed to complete a thorough enrollment. Many refugee students and families do not have previous experience with school enrollment policies and practices and require additional support in the process.
- 2) Additional outreach supports are needed for refugee parents and families to support their involvement in their child's education. Information and awareness of community resources provided to students and family members are needed to support student and family integration into the neighborhood and school community.
- 3) Due to refugee students facing a lack of education experience, supplemental academic support programs are needed to increase opportunities for academic success.

2. Activities and Strategies

2.1 The following activities will be provided through the WESD Refugee Program to address the identified needs:

2.2 Enrollment, Outreach and Integration into WESD schools

- Facilitation of enrollment in collaboration with resettlement agency/VOLAG case manager, parent and student to ensure timely enrollment. The WESD Refugee Social Worker and

Refugee parent liaison will provide support to case manager and parent during the enrollment process at the WESD Welcome and Registration Center.

- School orientation will be provided for every refugee parent and student to the Arizona and WESD educational system. School policies, procedure and practices will be reviewed with students and parents by WESD Refugee Program staff.
- WESD Refugee program staff will complete educational assessment and observations with feedback from parent, student and school staff to evaluate student's needs and ensure appropriate grade level placement.

Outreach and Integration

- Hiring of .5 FTE Refugee School Liaison to support serve as advocate, bridge to students and families
- Provision of a minimum of at least three (3) comprehensive trainings that advance parents' understanding of school policies, procedures, and their children's learning activities. Monthly parent support groups will be facilitated by the district Refugee Social Worker and supported by the Refugee School Liaison. These topics will include parent teacher conferences, parent/student handbook review, discipline procedures and Title 1 compacts. District-wide parent partnership will be held in April to celebrate refugee family diversity and continue increasing family engagement in school activities.
- Parent training sessions and/or parent support groups will be conducted monthly to provide information about community resources and help to bridge cultural and linguistic gaps between home and school. Refugee school liaison will work with Refugee school liaison to organize and facilitate these sessions.
- Translation Services will be provided through the WESD translation services department, Language Line, Refugee Social worker and Refugee School liaison to ensure that refugee families are afforded information (in their identified language) that provides an overview of school policies, procedures and learning activities and explains the importance of family engagement in students' success. Additional services to be provided include parent/teacher conferences, crisis intervention, discipline meetings and special education meetings.
- Professional learning opportunities will be provided to schools with high refugee population to overcome barriers to refugee students' academic progress and adjustment within the school environment.
- The Refugee School Social Worker and Refugee School liaison will provide universal and tertiary interventions to identified students to address challenges to socio-cultural adjustment. Interventions will support the improvement of students' social/emotional development and academic success. Referrals will be made to outside resources when indicated and WESD Refugee program staff will support family in accessing services.

Supplemental Academic Support Programs

- School refugee program staff will identify and enroll newly arrived refugee students in after school and summer programs that augment learning in the classroom and provide opportunities and resources for assistance to achieve academic success and integration in the school setting.
- Utilize district tier 2 academic intervention services and additional support provided by refugee school liaison to provide services that shall improve student reading and writing skills.

- School refugee program staff will monitor district assessment data with the goal of 30 percent of refugee students showing academic progress as evidenced by district assessments, AZ Merit Scores, AZELLA proficiency scores and other intervention program results.
- Provide a minimum of two (2) activities to support remedial work and promote school readiness in conjunction with such activities as field trips, summer camps and jump start programs.

3. Program Evaluation

3.1 Explain the strategy that will be utilized to determine that progress is being made toward project goals.

3.1.2 WESD has a clear evaluation plan to assess program effectiveness. Tools that will be used regularly include; enrollment and demographic data within the student information system (Synergy), language acquisition data, state and district academic test scores, parent/staff contact logs, monthly staff logs, parent and student satisfaction surveys and sign-in sheets for parent refugee support group meetings. Through the review of qualitative and quantitative data, WESD Refugee program staff will regularly review and assess data for area of strengths and opportunities for improvement. Specific goals have been set to provide measurable benchmarks for each program design area. The data will be reviewed and reported on a monthly basis as is mandated by grant requirements. It will also be reviewed on a quarterly and annual basis by the WESD Refugee Program Coordinator and staff.

3.1.3 Key areas that will be monitored and reported on monthly include:

- Number of newly enrolled students aggregated by grade level and resettlement agency
- AZELLA placement and annual proficiency levels of identified refugee students
- Sign In sheets for student and parent activities funded by refugee school impact grant
- Monthly parent/staff contact logs, parent and student satisfaction surveys and sign-in sheets for parent refugee support group meetings and Individual Growth Building plans.

3.2 Identified project goals are:

- 1) Goal 1: 90% of newly enrolled refugee students will receive welcome orientation and educational assessment by district refugee social worker or refugee liaison as evidenced by WESD student information system.
- 2) Goal 2: 50% of refugee students will be make a gain in proficiency level on AZELLA testing during 2016-17 school year as evidenced by comparison of test results from intake to annual review.
- 3) Goal 3: 50% of refugee students enrolled in after-school or summer school program will show an improvement in academic progress as evidenced by grade level improvements in summer computer-based intervention program. Individual Growth Building plans will also be used to promote positive youth development.
- 4) Goal 4: 50% of newly enrolled parents will participate in least 2-refugee program parent events during the 2016-17 school year as evidenced by sign in sheets,
- 5) Goal 5: To hire a Refugee School Liaison to meet the needs of student during the school day as evidenced by data from monthly staff logs.

3.3 Program evaluation plan:

- 1) Student program attendance in the after school program will be monitored through ongoing parent communication. (Daily, by the Refugee School Liaison)
- 2) Individual Growth Building Plans will be reviewed by Refugee program and after-school staff. Students will be linked to activities and experiences that promote positive youth development. (Bi-monthly, by the Refugee Social Worker)
- 3) After-school and summer teachers and staff will regularly share concerns with parents and refugee program staff about homework, participation in class, getting along with others and/or attendance. (Ongoing, by the Refugee School Liaison)
- 4) The District Refugee Program Coordinator will routinely conduct classroom observations in the after-school and summer school programs to ensure positive adult/student interactions. (Monthly)
- 5) The District Refugee Program Coordinator will conduct a minimum of two site visits per year to monitor positive programming using a site observation form. (Twice a year)
- 6) Refugee program staff will distribute and collect Teacher Surveys to document overall student behavior and participation in school. Refugee program staff will evaluate the Teacher Surveys and record outcomes. These results will be made available for review (Once a year, by the Refugee School Liaison)

3.3.1 The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society. We believe that our proposed grant plan will help us continue to meet the ever-changing needs of our refugee students as they integrate in the Washington Elementary School District.

[end of Attachment 2]

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
FROM:	Dr. Paul Stanton, Superintendent	<u> </u>	Discussion
DATE:	February 9, 2017	<u> X </u>	Information
AGENDA ITEM:	*Policy Review - Approval of First Reading of Proposed Amended Governing Board Policies in Section A – Foundation and Basic Commitments		
INITIATED BY:	<u>Paul Stanton, Superintendent</u>	SUBMITTED BY:	<u>Paul Stanton, Superintendent</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Paul Stanton, Superintendent</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BGB, BGC, BGD, and BGF</u>		

SUPPORTING DATA

Funding Source: NA
Budgeted: NA

Washington Elementary School District is currently conducting a full policy review in conjunction with the Arizona School Boards Association (ASBA). The District has not undergone a full policy review since September 2004. District leadership met with ASBA personnel to review all of ASBA's policies revision recommendations. At the end of the full policy review, all of the District's policies and regulations will reflect an updated adoption date.

Below are nine policies from section A - Foundation and Basic Commitments of the District's policy manual

1. A©- District Mission and Belief Statement - **No recommended revisions**
2. AA© - School District Legal Status - **No recommended revisions**
3. AB© - The People and Their School District - **No recommended revisions**
4. ABA© - Community Involvement in Education - **No recommended revisions**
5. ABAA© - Parental Involvement - **Minor format changes**
 - **Add a cross reference**
6. AC - Nondiscrimination / Equal Opportunity (no copyright) - **Minor format changes**
7. ACA© Sexual Harassment - **Minor format changes**
 - **Add cross references**
8. ACF - Interpersonal / Human Relations (no copyright) - **Recommend to retire**
 - **Addressed within policies GBEA – Staff Ethics and GBEAA – Staff conflicts of interest**
9. AD© - Educational Philosophy / School District Mission - **Minor format changes**

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the First Reading of Proposed Amended Board Policies.

Superintendent 

A © DISTRICT MISSION AND BELIEF STATEMENT

(Strategic Plan: Vision, Mission, and Values)

Vision

The Washington Elementary School District is committed to achieving excellence for every child; every day; every opportunity.

Mission

The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

Values

Achievement, respect, integrity and responsibility form the foundation of our strong partnership among students, parents, community, and staff, united by a passion for learning. We define excellence by the values we hold.

- We value open and honest communication.
- We value the health, safety, and welfare of our students, parents, community and staff.
- We value parents as children's first and best teachers.
- We value providing equal educational opportunities for all students to achieve physically, intellectually, emotionally, and socially.
- We value teaching and learning that integrate academics, fine arts, health, physical fitness and extracurricular activities in a technologically enriched environment.
- We value teachers who teach by example, principals who lead by example, and support staff who serve by example.
- We value dedicated educators who mentor others to develop successful professional learning communities.
- We value professional development that directly impacts student achievement.
- We value schools that are student-friendly, parent-friendly and community-friendly.
- We value building relationships between each school and the community it serves.
- We value the commitment and contributions of all members of our diverse school community - students, parents, community and staff.
- We value our community, which entrusts us to responsibly manage the fiscal resources of the District.

Adopted: ~~December 19, 2006~~ **Date of Manual Adoption**

AA ©
SCHOOL DISTRICT LEGAL STATUS

The legally designated name of the District is School District No. 6 of Maricopa County. The official name shall be Washington Elementary School District No. 6.

Adopted: Date of Manual Adoption

LEGAL REF.:

A.R.S.

15-101

15-441

15-442

Arizona Constitution, Art. XI, Sections 1 - 4

Arizona Constitution, Art. XX, Paragraph 7

AB ©
THE PEOPLE AND
THEIR SCHOOL DISTRICT

The public schools belong to the people who created them by consent and support them by taxation. They are only as strong and effective as the informed support of the people of the community; therefore it is the intent of the Governing Board to keep citizens informed on policies, programs problems and District planning; to invite advice and counsel of citizens of the District and to solicit input through advisory committees appointed to consider problems which affect the education of young people.

Adopted: Date of Manual Adoption

LEGAL REF.:

A.R.S.

15-321

CROSS REF.:

KB - Parental Involvement in Education

ABA ©
COMMUNITY INVOLVEMENT
IN EDUCATION

The Board recognizes that the public has substantial resources of training and experience that could be useful to schools. The strength of the local District is in large measure determined by the manner and degree to which these resources are utilized in an advisory capacity and to the degree that these resources are involved in supporting the improvement of the local educational program.

The advice of the public will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the students. The final decision may depart from this advice when in the judgment of the staff and the Board such advice is not consistent with goals adopted by the Board, consistent with current educational practice, or within the reach of the financial resources available.

Adopted: Date of Manual Adoption

LEGAL REF.:

A.R.S.

15-321

CROSS REF.:

IJ - Instructional Resources and Materials

KB - Parental Involvement in Education

ABAA © PARENTAL INVOLVEMENT

Based on the philosophy of the District, it is the intent of the Board that parental involvement in the District, at both the District and site levels, be defined in the broadest possible terms.

Further, it is the intent of the Board, under such a definition, that the Superintendent will, within the capabilities of the District staff and the financial limitations of the District at both the District and **site school** levels, incorporate to the maximum extent possible, a variety of activities, strategies, and mechanisms into the District and **site school** structures that provide for the:

active involvement of,

active support to,

effective interaction with, and

development of

parents as active partners in a student support team effort that will enhance the capacity of all students to reach their optimum potential.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

15-341

15-342

CROSS REF.:

IHBD – Compensatory Education

KB - Parental Involvement in Education

AC

~~NON-DISCRIMINATION~~ NONDISCRIMINATION / EQUAL OPPORTUNITY

The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, sexual orientation, gender identity, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Adopted: ~~June 25, 2015~~ Date of Manual Adoption

LEGAL REF.:

A.R.S.

23-341

41-1463

Arizona Constitution, Ordinance Art. XX, Par. Seventh

20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)

42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII

42 U.S.C. 12101 *et seq.*, Americans with Disabilities Act

~~Arizona Constitution, Ordinance Art. XX, Par. Seventh~~

CROSS REF.:

ACA - Sexual Harassment

GBA - Equal Employment Opportunity

GCQF – Discipline, Suspension, and Dismissal of Professional Staff Members

GCQD – Discipline, Suspension, and Dismissal of Support Staff Members

IHBA - Special Instructional Programs and Accommodations for Disabled Students

JB - Equal Educational Opportunities

JII – Student Concerns, Complaints and Grievances

JK – Student Discipline

JKD – Student Suspension

KED - Public Concerns/Complaints about Facilities or Services

ACA © SEXUAL HARASSMENT

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student where:

- A. • Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- B. • Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- C. • Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- A. • Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. • Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- C. • Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.
- D. • Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- E. • Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etcetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

Adopted: Date of Manual Adoption

LEGAL REF.:

A.R.S. 41-1461 *et seq.*

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF.:

AC - Nondiscrimination/Equal Opportunity

GBA - Equal Employment Opportunity

GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members

GDQD - Discipline, Suspension, and Dismissal of Support Staff Members

IHBA - Special Instructional Programs and Accommodations for Disabled Students

JB - Equal Educational Opportunities

JII - Student Concerns, Complaints and Grievances

JK - Student Discipline

JKD - Student Suspension

KED - Public Concerns/Complaints about Facilities or Services

KFA - Public Conduct on School Property

ACF

INTERPERSONAL / HUMAN RELATIONS

~~A supervisor who dates and/or engages in a sexual relationship with an employee that the supervisor directly supervises may create personnel or legal difficulties for the supervisor, the employee, and the District. Any such relationship may, therefore, be contrary to the best interests of the District.~~

~~The Board expects employees to act in a professional manner and recognizes that the above relationships may exist in the workplace. If this type of relationship between a supervisor and an employee does develop, it is the responsibility of the supervisor to promptly disclose the existence of the relationship to the Superintendent. The employee should promptly make the disclosure to the Superintendent if the employee is aware that the supervisor did not disclose the relationship. When the Superintendent is involved in the relationship, the disclosure will be to the Governing Board President, who will report the matter to the Governing Board.~~

~~Upon receiving the above disclosure, the Superintendent or Governing Board, if applicable, will take action as is deemed necessary in accordance with the District's policies and regulations. Failure to disclose the existence of this type of relationship may result in disciplinary action, up to and including termination.~~

~~Adopted: Date of manual adoption~~

AD ©

EDUCATIONAL PHILOSOPHY / SCHOOL DISTRICT MISSION

The District was established by the state legislature, under the authority contained in the Arizona State Constitution, for the sole purpose of providing an education to the students of the District. While the establishment of the District also provides other services, such as caring for students during the school day, providing employment to the school staff, and providing facilities for the use of the community, all of these services are necessarily subordinate to the District's prime function of providing an education to students. The Governing Board of the District is selected by the citizens of the community to ensure that this responsibility is accomplished. However, the Board recognizes that it cannot accomplish this objective unless all of the sectors of the school community also accept and perform their responsibilities. The Board considers the responsibilities of these elements of the school community to be as follows:

Staff

The Board fulfills its responsibility for the education of students by employing first a competent Superintendent, on whose recommendation it also employs a competent staff. As a condition of this employment, the Board expects each staff member's best efforts to be exerted toward the accomplishment of the educational objectives of the District. Because education is imparted primarily by teachers, the Board specifically places responsibility for maintaining and expanding educational ability on each teacher, to the end that each student may reach maximum potential and develop a sense of dignity and self-worth.

Parents

The Board recognizes that the ultimate responsibility for the well-being of all children rests with their parents. All parents are expected to cooperate in the District's educational effort by ensuring maximum attendance of their children, by requiring that their children cooperate in the educational endeavor of the District, and by fostering an attitude in their children that recognizes the importance of education.

Community

The resources necessary to provide education for students are provided by members of the community through their taxes and other supporting services. The Board's goal is that all members of the community, both individually and through their governmental, civic, and social organizations, will continue to support the educational activities of the District.

Students

Education is an opportunity provided to the children of the District by their community. The Board expects that all students will learn to recognize the value of this opportunity, and will therefore work diligently to help ensure that their maximum potentials

are realized. The Board further expects that all students will recognize that their fellow students have the right to be educated, and will avoid any action that may interfere with their ability to exercise that right.

Board

~~In consideration of the accomplishment of these responsibilities by each sector of the school community listed above, the Governing Board of the Washington Elementary School District No. 6, with the concurrence of each individual board member, pledges its best efforts to ensure that the school District is governed effectively and efficiently so that the objective of an appropriate and outstanding educational experience is achieved for all children of the District.~~

The Board believes that education should develop habits, attitudes, understanding, and skills necessary for a productive, satisfying life in our society. Students should be taught to understand the duties and privileges of responsible citizenship as such duties and privileges relate to themselves as individuals and to the whole community. The vast changes brought about by increasing technology, population, and urbanization must also be taught. The input and support of the citizens of the community, and especially the professional staff, are solicited as the school community endeavors to develop the attitudes and abilities demanded in this age of rapid change.

~~In consideration of the accomplishment of these responsibilities by each sector of the school community listed above, the Governing Board of the Washington Elementary School District No. 6, with the concurrence of each individual board member, pledges its best efforts to ensure that the school District is governed effectively and efficiently so that the objective of an appropriate and outstanding educational experience is achieved for all children of the District.~~

Adopted: Date of Manual Adoption

LEGAL REF.:

Arizona State Constitution, Article XI, Section 1

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action Discussion Information 1 st Reading
FROM:	Dr. Paul Stanton, Superintendent	<u> X </u>	
DATE:	February 9, 2017	<u> </u>	

AGENDA ITEM: Review of 2015-2016 External Audit

INITIATED BY:	<u>Cathy Thompson, Director of Business Services</u>	SUBMITTED BY:	<u>Cathy Thompson, Director of Business Services</u>
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PRESENTER AT GOVERNING BOARD MEETING: Brittney Williams, Heinfeld, Meech & Co.

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Washington Elementary School District exceeds the threshold of federal award expenditures set forth in Office of Management and Budget (OMB) Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and is required to obtain an annual single audit.

Audit staff from the auditing firm of Heinfeld, Meech & Co. will present a summary of the audit done on activity during the 2015-2016 fiscal year. They will answer questions that the Governing Board might have regarding this audit. LeeAnn Gallagher, Internal Auditor for the District, will also be available if the Governing Board has questions about action being taken in reference to any findings.

Copies of the Single Audit, Uniform System of Financial Records (USFR) Questionnaire, and the Comprehensive Annual Financial Report has been provided to Governing Board Members for review prior to the meeting.

SUMMARY AND RECOMMENDATION

No recommendation.

Superintendent 