



# Vernon Elementary School District #9

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

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## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

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Recommended Motion: Approval of the agreement with Lexington Life Academy.

## SERVICE PROVIDER AGREEMENT

Lexington Life Academy, LLC

**THIS AGREEMENT** made and entered into as of the \_\_\_\_\_ day of July 29, 2021 for services commencing on 8/6/21, by and between Vernon School District ("Vernon") and Lexington Life Academy ("Lexington"):

**WHEREAS** Lexington is a special education school that performs education, transportation, management and all relevant educational services. Vernon is a school district desiring Lexington's services.

**NOW, THEREFORE**, in consideration of Vernon paying to Lexington the compensation provided herein and Lexington performing the duties specified herein, it is mutually covenanted and agreed by and between them both as follows:

### SECTION 1

#### LEXINGTON'S DUTIES AND RESPONSIBILITIES

Lexington agrees that at all times during the term of this Agreement it will provide school based services in accordance with the following standards.

1. Services shall be consistent with the procedures and standards established by the school assigned by Vernon, special education regulations, and requirements that would be applicable.
2. Lexington shall follow and abide by the general code of ethics and standards of practice of the American Speech and Hearing Association.
3. Lexington shall prepare written input for conferences as required to coordinate the services for individual students. At the request of the team and scheduling availability. SLP will attend conferences to address specific students and needs.
4. Lexington shall maintain thorough records and provide required documentation in accordance with IDEA.
5. Lexington shall maintain all files and hold the files confidential with respect to each student serviced. Files generated by Vernon shall be the property of Vernon during the course of this

contract.

## **SECTION 2**

### **VERNON'S DUTIES AND RESPONSIBILITIES**

Vernon shall make available to Lexington, without charge, all necessary office and treatment rooms in the schools to enable Lexington to render the services provided for in this Agreement.

Vernon will provide Lexington appropriate orientation to the schools, access to any programs generally required for school personnel, and IEPs of students, along with any other pertinent information that would be helpful in servicing the students. Records for student files will be provided electronically in the IEP program to allow review and access remotely.

1. Vernon, on behalf of Lexington, will provide office space, local/long distance phone lines, copy machines, and other reasonable administrative tools to assist with services.
2. As part of the student's needs, Lexington providers will assist with consultation and training for teachers and paraprofessionals in the classroom.
3. Billable activities include, but are not limited to: therapy, therapy planning, consultation, teacher/staff training, IEP writing, IEP meetings, evaluations, parent contacts, supervision, and documentation.

## **SECTION 3**

### **COMPENSATION**

Vernon shall compensate Lexington for services rendered in accordance with the Fee Schedule set forth in Exhibit A attached hereto. Lexington will submit invoices to Vernon once per month. Vernon agrees to pay Lexington within 30 days of the invoice submission. Invoices will be paid on this schedule provided there is no dispute of any charges. A dispute must be filed in writing (email is permissible) within 15 days of receipt of the invoice. Invoices which are not paid within 30 days or disputed within the 15 day period following submission of the invoice are subject to a 5% late fee. For each subsequent 30 days overdue, there will be an additional 5% late imposed upon the remaining balance due.

## **SECTION 4**

### **TERM**

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect for an initial term ending \_\_\_\_\_. Either party may terminate this agreement with or without cause effective upon the expiration of Thirty (30) calendar days advance written notice of the date of termination to the other party. **WAIVER OF BREACH** – Waiver of breach by either party of the terms and provisions of this Agreement at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same, or of the other, terms of provisions of the Agreement at any time or times.

**DISCRIMINATION** – The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, age, creed, color, religion, sex, national origin or disability. **GOVERNING LAW** – This Agreement shall be governed and interpreted by the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Apache County, Arizona. **SEVERABILITY** – The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

## **SECTION 5**

### **MUTUAL AGREEMENTS –**

A. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter hereof.

B. Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

C. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

D. This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those expressly contained herein, and any amendment or modification of this Agreement shall be made in a writing signed by both Parties to this Agreement.

E. All student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) (“FERPA”) and regulations adopted pursuant to FERPA, the



Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable State laws and School Board policies controlling the disclosure of personally identifiable information from a student's education records.

F. The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for Vernon in each subsequent fiscal year. If sufficient funding is not made available to allow Vernon to continue meeting its contractual obligations under this Agreement, Vernon shall notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

G. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection or audit by Vernon, Lexington, or their agents during the term of this Agreement and for five (5) years after termination of this Agreement. Such records shall be produced at the offices of the Party requesting them or such other reasonable location as is designated by the requesting Party.

H. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

I. As required by A.R.S. §41-4401 (Government procurement; E-verify requirement; definitions), each Party warrants that it complies with all Federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph.

J. Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents. Notwithstanding any other provision of this Agreement to the contrary, any agreement by the District to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, the District's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

K. Pursuant to A.R.S. §38-511, Vernon may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while 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 contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the other Party receives written notice from Vernon of the cancellation unless the notice specifies a later time.

L. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

M. Except as provided in this Agreement, employees of one Party shall not be deemed employees of the other Party, and the employing Party shall be responsible for all wages, withholding and payment of employment taxes, and the provision of all employee benefits, if any offered by the employer to the employee.

N. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Signature pages and Exhibits follow

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement the day and year first hereinabove written.

**VERNON SCHOOL DISTRICT**

By:  Chad Kripper Signature  
Print Name

Title: Superintendent Date: 7-29-21

**LEXINGTON LIFE ACADEMY**

By: \_\_\_\_\_ Signature  
Print Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**

**Fee Schedule Agreement**

**Lexington Life Academy**

**Teacher - hourly rate \$40.43**

**Assistant Teacher - hourly rate \$23.72**

**Sped Director - hourly rate \$51.28**



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## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

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Recommended Motion: Approval of the 2021-2022 Reopening Mitigation Plan

## 2021-2022 Reopening Mitigation Plan

### Purpose:

Vernon Elementary School District takes a layered approach to protect students and staff from the spread of COVID-19. Their health and safety are at the heart of our planning. We've learned to be resilient and adaptable to changing conditions. As a result, this plan will require close monitoring, and it may change as needed.

### New for This Year: Our Mask Policy

Masks will be optional but recommended for the 2021-2022 school year. The Centers for Disease Control continues to recommend mask use in schools. Each individual's choice around masks will be respected.

### If COVID Cases Increase:

Additional mitigation strategies may be implemented in the event that COVID-19 cases increase in our community and in our school. In the absence of specific mitigation requirements by the Arizona Department of Health Services or by Executive Order, VESD may consider revising the following mitigation strategies, depending on local conditions.

2021-2022  
VESD Mitigation Strategies

Athletic Activities	VESD follows mitigation protocols based on Arizona Interscholastic Association (AIA) guidelines. The middle school will inform athletes of these protocols during each sport's season.
Bell Schedule	The school bell schedule will be communicated in your Student Handbook at Open House and on the school website
Benchmarks (Covid 19)	VESD follows the Arizona Department of Health Services dashboard as well as our own district data.
Classroom Materials and Textbooks	VESD allows shared materials, with hand hygiene mitigation in place.
Classroom Supplies	Classrooms have soap and/or hand sanitizer with at least 60 percent alcohol, paper towels, tissues, and other cleaning supplies.
Cleaning and Disinfecting	High touch point surfaces are disinfected daily.
Close Contacts	Any person who is in close contact with a person who tests positive for COVID-19 is subject to quarantine. The CDC defines close contact as being within 6 feet of a person with COVID-19 for more than 15 minutes during a 24-hour period. Fully-vaccinated persons are not subject to quarantine
Closing & Reopening Schools	The VESD superintendent has the authority to determine school closure and reopening. In the event of a school closure, staff and families will be notified via School Messenger (email), and all communication will be posted on school and district websites.
Community Schools Activities	All activities will resume, including before- and after-school programs, enrichment activities, outdoor camps, and more. Events Student assemblies, special performances, school-wide parent meetings, spirit rallies, and other events are permitted, with site approval.
Facilities Rentals	Rentals of school facilities will resume, with site approval.
Field Trips	Field trips may be permitted, with school-level approval for day trips VESD Governing Board approval for trips beyond the school day

Food Service	VESD serves grab-and-go meals with disposable food service items. Students are not allowed to share food.
Hand Hygiene	All classrooms have sinks for handwashing. Hand sanitizer is also available in areas without sinks.
Isolation Rooms	Symptomatic students will be isolated on campus. Symptoms may include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, and new loss of taste or smell. Parents/legal guardians are expected to pick up symptomatic students immediately.
Masks	Masks are optional but recommended. Each individual's choice around mask-wearing will be respected. Masks will be available for those students who forget to bring a mask to school but would like to wear one.
Outdoor Spaces	Where appropriate, outdoor learning spaces will be utilized.
Parent/Legal Guardian Conferences	Remote or in-person conferences are available upon request.
Physical Barriers	Physical Barriers Plexiglass barriers will remain in place in food service areas.
Physical Distancing	Physical distancing will be maintained, where feasible.
Positive COVID-19 Notifications	In the event of a close contact, schools notify parents/legal guardians and/or staff members of possible exposure and provide guidance on subsequent steps.
Quarantine & Isolation	See the <b>VESD Isolation Decision Matrix</b> (at the end of the document) for current quarantine and isolation procedures.
Recess	School recess follows pre-COVID-19 procedures.
Remote Instruction	VESD schools are fully in-person. Instruction is not offered remotely.
Self-Reporting	Students or staff who have symptoms of COVID-19, a positive test for COVID-19, or who were exposed to someone with COVID-19 within the last 14 days must notify their school's administration.
Student Pick-Up and Drop-Off	Schools will determine student drop-off and pick-up procedures.



Technology	Chromebooks will not be checked out to students for use at Home. Devices are available to students while on campus, as needed.
Testing (RAPID) for COVID	Rapid (or point-of-care) tests are diagnostic tests performed at many pharmacies, health care providers, and other locations in our area. They provide results within minutes rather than hours. To schedule an appointment at a rapid testing facility, search online for Rapid COVID-19 Testing Near Me. In the event of COVID-19 exposure or COVID-like symptoms, a negative test result can reduce time away from school.
Transportation	On school buses, windows will be open and students will be seated apart, where possible. We will resume school-sponsored transportation for extracurricular activities, when necessary.
Vaccinated Staff and Students	Fully vaccinated staff and students must follow all mitigation Strategies. Symptomatic vaccinated staff and students still need to isolate. However, in the event of a close contact, staff and students do not need to quarantine.
Ventilation	VESD ensures that ventilation systems provide sufficient indoor air quality for the current occupancy level for each space.
Visitors	Visitors are allowed on campus, with site approval.
Volunteers	Volunteers are permitted on campus per the school's request.
Water Fountains	Drinking fountains will be available for bottle refills only. Students and staff are encouraged to bring their own water bottles.
Waiver	A signed COVID-19 Waiver, Release and Assumption of Risk form or a student handbook acknowledgement form verifying agreement with the Notice of COVID-19 Waiver and Release is required for each student.

**COVID-19 Isolation Decision Matrix**

**Has the student had close contact\* to a confirmed COVID-19 case?**

**Yes**

**No**

**Is the student symptomatic?**

**Is the student symptomatic?**

<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
<p><b>Have the student Isolate</b></p> <ul style="list-style-type: none"> <li>- If identified on campus, make sure student is wearing a face mask and is placed in isolation room.</li> <li>- Student cannot come back on campus until they fulfill the Return-to-School Guidance. - - Offer appropriate accommodations (e.g., excused attendance, learning from home, etc). Identify students or staff with exposure to the symptomatic student 48 hours prior to student showing symptoms (follow Decision Matrix). - - Notify parents. Notify parent all other children in the household need to be picked up from school immediately to quarantine, if unvaccinated. If the parent is a VESD employee s/he will quarantine, if unvaccinated. - - Symptomatic student/guardian needs to consult medical provider and follow Return-To-School Guidance</li> </ul>	<p><b>Have the student quarantine for 14 days, if unvaccinated.</b></p> <ul style="list-style-type: none"> <li>-If identified on campus, make sure student is wearing a face mask and is placed in isolation room.</li> <li>- Student cannot come back on campus until they fulfill the Return-to-School Guidance. - Begin quarantine 14 days** from last known close contact with the known COVID19 case regardless of negative test results or illness where no testing was performed. -Should parents ask about testing, to obtain the most accurate COVID-19 testing results, CDC recommends testing for COVID-19 4-6 days after exposure.</li> <li>-If symptoms develop, see YES box.</li> </ul>	<p><b>Have the student isolate</b></p> <ul style="list-style-type: none"> <li>-If identified on campus, make sure student is wearing a face mask and is placed in isolation room.</li> <li>-Notify parents child is symptomatic. Notify parent all other children in the household need to be picked up from school immediately to quarantine if they are unvaccinated. If the parent is a VESD employee s/he will quarantine if unvaccinated. - Student cannot come back on campus until they fulfill the Return-to-School Guidance. - Offer appropriate accommodations (e.g., excused attendance, learning from home, etc).</li> <li>-Recommend symptomatic student/guardian consult medical provider</li> </ul>	<p><b>Have the student continue to come to school.</b></p> <ul style="list-style-type: none"> <li>-Face coverings are recommended while on campus.</li> <li>-Student and/or parent will monitor for symptoms.</li> <li>-If symptoms develop, see YES box</li> </ul>

Based on current CDC guidance - updated by VESD on 07/28/2021

\*\* See "release from quarantine" below for exemptions and shortened quarantine options.

## **COVID-19 Return-to-School Guidance**

## Release from Isolation

### Was the student tested for COVID-19?

A person who has symptoms needs to isolate. \*If the student is currently symptomatic and awaiting test results, they should stay home and away from others, then follow the guidance below, based on their results.

Yes

No

What was the test result?

**Positive**  
**ISOLATE until ALL the following are met:**

- It has been at least 10 days\* since symptoms appeared
- No fever for 24 hours\*\* -
- Other symptoms have improved

**Negative**  
**ISOLATE until ALL the following are met:**

- No fever for 24 hours\*\*
- Other symptoms have improved

**ISOLATE until ALL the following are met:**

- It has been at least 10 days \* since symptoms appeared
- No fever for 24 hours \*\*
- Other symptoms have improved

\*\*Without the use of medicines that reduce fevers

\*A person who had severe/critical illness or is severely immunocompromised should:

If symptomatic, stay home away from others under isolation precautions until:

At least 20 days have passed since symptoms first appeared; AND

At least 24 hours have passed since last fever without the use of medicine that reduces fevers; AND

Other symptoms have improved.

If asymptomatic, stay home away from others or under isolation precautions until:

At least 20 days have passed since the first positive COVID-19 testing while asymptomatic. If symptoms develop, follow guidance for symptomatic and tested positive for COVID-19.

## COVID-19 Return-to-School Guidance

## Release from Quarantine

Fully vaccinated individuals can refrain from quarantine following a known exposure, if asymptomatic. Other persons, who are not yet ill, who had known close contact with a confirmed COVID-19 case should quarantine for 8-14 days from the last exposure to the case regardless of negative test results or illness where no testing was performed. However, if they test positive for COVID-19, they should follow the relevant isolation guidance.

### Is the exposed person:

Fully vaccinated (i.e., at least two weeks following receipt of the second dose in a 2-dose series, or one dose of a single-dose vaccine)? Have remained asymptomatic since the current COVID-19 exposure?



No

Yes

Does the exposed person:

They are not required to quarantine.

- Not live in a congregate setting; AND
- Has no clinical evidence of COVID-19 that has been elicited by daily symptom monitoring during the entirety of quarantine up to the time at which quarantine is discontinued; AND
- Will be able to perform daily symptom monitoring continuing through quarantine Day 14; AND
- Will strictly adhere to all recommended non-pharmaceutical interventions (e.g., correct and consistent mask use, physical distancing) continues through quarantine Day 14.

It is recommended to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result.



Yes

No

Quarantine can end after Day 10 without testing if:

Quarantine for 14 days

- No symptoms have been reported during daily monitoring.



Or

Quarantine can end after Day 7 if:

- A negative PCR test result was received that was administered 48 hours before the time of planned shortened quarantine AND
- No symptoms were observed during daily monitoring. Quarantine can end after Day 7 if:

- \*Quarantine cannot be discontinued earlier than after day 7.
- \*Specimen must be collected and tested no earlier than day 5 (48 hours prior to day 7).

If symptoms develop, they should immediately self-isolate and contact the health department or their healthcare provider to report this change in clinical status.



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## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

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Recommended Motion: Approval of the National School Lunch Program and School Breakfast Program Permanent Service Agreement for the 21-22 School year.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

ADE Contract No. ED09-0001

Revised Summer 2019

Vernon Elementary School

("SCHOOL FOOD AUTHORITY (SFA)")

(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 SFA pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SFA is a public agency). If the SFA is a public agency, the SFA is authorized to enter into this Agreement pursuant to

(to be completed by the SFA)

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 SFA enters into this Agreement with the BOARD for participation in one or more of the following programs:

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)
4. Summer Food Service Program (CFDA No. 10.559)
5. At-Risk Afterschool Meals Component of the CACFP (CFDA No. 10.558)



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2019

### A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SFA for the above designated programs operated by the SFA 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), Summer Food Service Program Regulations (7 CFR part 225), and At-Risk Afterschool Meals Program Regulations (7 CFR part 226). 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 SFA 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 SFA further agrees to administer these 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 SFA

The SFA agrees that, for each site listed on the site portion 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). Comply with State Revenue Matching set forth in 7 CFR 210.17.
- 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 SFA, 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; and must comply with the nutrition standards of the Smart Snacks regulations of Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.
- d. Plan menus in order to meet the requirements of Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must include all information necessary to support the claiming of reimbursable meals, and how meals contribute to meal pattern requirements, 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 caloric 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, 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 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 SFA to be eligible for such meals under 7 CFR part 245.
- 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 245.6a. Report verification results to the AGENCY no later than February 1, each year. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SFA's designated official submitting 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:





# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

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 SFA 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 SFA 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 SFA 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, multiplied by 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. SFA 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
  - (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).



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- 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 SFA who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regard 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 Provision 3 or the Community Eligibility Provision (CEP) are exempt, except they shall do a total count of all children at the point of service.
- 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 in accordance with local health department requirements.
- 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 SFA 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) and in accordance with the Buy American Provision.
- v. Any contracting for the furnishing of meals or management of the entire food service under any 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 SFA shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SFAs contracting with a FSMC shall comply 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



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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 AGENCY technology systems associated with the administration of the program 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. Access to AGENCY technology systems shall not be provided to consultants, consulting firms or FSMCs contracting with SFA. 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 meets regulation set forth in 7 CFR 210.31. The policy must include, 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 provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards as specified in Public Law 111-296, Section 204. SFAs must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SFAs shall also tri-annually 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 SFA 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 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.
- ab. SFAs that operate the National School Lunch Program, or the School Breakfast Program, must establish and implement professional standards hiring standards for school nutrition program



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directors; and professional standards training standards for directors, managers, and staff, as defined in 7 CFR 210.30.

### D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SFA 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 AGENCY 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 SFA receives federal financial assistance from the AGENCY; 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 SFA, or in recognition of the public interest to be served by the furnishing of services to the SFA, or any improvements made with federal financial assistance extended to the program SFA by the AGENCY.
3. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized AGENCY 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 AGENCY shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SFA, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the AGENCY. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.
5. AGENCY and SFA shall maintain information on civil rights complaints, if any, submitted and/or received by the SFA, AGENCY, and their resolutions.

### 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





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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 SFA 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 SFA mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site portion of the application as the need arises, and the references herein to the site portion of the application shall be deemed to include the most recently approved sites.
2. The AGENCY shall promptly notify the SFA 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, 2019 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, 2020, 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 ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
5. The SFA's participation in the program(s) under this Agreement is conditioned upon the AGENCY's approval of the SFA's on-line application to the AGENCY, a fully executed written Agreement with the AGENCY, and, in the event the SFA contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SFA's contract(s) with a FSMC



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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 SFA.

6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SFA 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 SFA has received funds. If the SFA fails to make such repayment within thirty (30) days after demand by the AGENCY, SFA 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 SFA must supply copies of its program application, Free and Reduced-Price Policy Statement and Addendums to the AGENCY. The Free and Reduced-Price Policy Statement will be a permanent document shall be updated when district policy or procedures pertaining to the Free and Reduced-Price process are modified.

### I. CONFLICT OF INTEREST; CANCELLATION

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



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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 SFA 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 SFA 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 SFA 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 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 SFA shall retain and shall contractually require each



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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 SFA shall produce the original of any or all such records.

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

1. The SFA 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 SFA 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 SFA shall be deemed a material breach of this Agreement and the SFA 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 SFA 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 SFA. Pursuant to 7 CFR part 210.25, whenever it is determined that the SFA 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 Agreement in whole, or in part. The SFA may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SFA shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

### **P. CERTIFICATION**

The SFA 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 SFAs receiving USDA Foods)

#### Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute donated food to eligible SFAs. SFAs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SFA. The SFA is responsible for establishing a credit application and 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 SFA becomes 30 days late from the agreed credit terms. Failure to pay will result in the account being temporarily suspended until the account is brought current and/or termination of participation and non-renewal of USDA Foods Program.
2. The SFA 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 SFA 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 SFA 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. SFA is to notify the AGENCY within 24-48 hours when any loss of, or damage to, USDA Foods occurs.
4. The SFA shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SFA. 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 SFA 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 SFA 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 SFA 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 SFA 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 SFA from sales of salvable containers or salvage of USDA Foods shall be deposited in SFA's Non-Profit Food Service Account.
9. SFAs may elect to participate in the USDA Foods processing programs. Cost of the processing and distribution of the end product will be incurred by the SFA. 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 SFA shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SFA shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs are encouraged to utilize USDA Foods in the preparation of meals for eligible SFAs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SFA 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 SFA'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 SFA will be available for the period indicated in Section M of this Agreement; and
  - d. The responsibility will be clearly defined for who (the SFA 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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  - a. Any donated food will be used only to benefit the SFA'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 SFA will be available for the period indicated in Section M of this Agreement; and
  - d. The responsibility will be clearly defined for who (the SFA 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 SFAs participating in Special Milk Program)

1. The SFA agrees to operate a nonprofit milk service.
2. The SFA agrees to submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. The SFA agrees to 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. The SFA agrees to make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. The SFA agrees to 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. The SFA agrees to 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. The SFA agrees to maintain full and accurate records of each 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. The SFA agrees to 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).

### SUMMER FOOD SERVICE PROGRAM

(Applicable to those SFAs participating in Summer Food Service Program)

1. The SFA agrees to operate the Summer Food Service Program in compliance with Title 7, Part 225 of the Code of Federal Regulations.
2. The SFA agrees to operate the Summer Food Service Program in compliance with State or local health and safety standards.
3. The SFA agrees to provide meals through the Summer Food Service Program to children ages 18 and under or people 19 years of age and over who have a mental or physical disability and who participate in a public or private non-profit school program during the school year.



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4. The SFA agrees to only claim reimbursement for approved meals served through the Summer Food Service Program. Meals served prior to State agency approval shall not be claimed. SFAs are financially responsible for any meals served prior to annual approval from the State agency.
5. The SFA agrees to claim reimbursement for meals served while school is not in session, with State agency approval.
6. The SFA agrees to only claim reimbursement for those meals that meet or exceed the minimum Federal standards established for meals, and to maintain documentation of the foods and portions served to meet these standards.
7. The SFA agrees to claim all meals at the free rate of reimbursement at area-eligible sites in the attendance boundary of a school where 50% or more of the children qualify for free or reduced-price meals or 50% or more of the children in the census block group are eligible for free and reduced-price school meals. The only exception is for children enrolled in a residential camp. Residential camps must collect income eligibility information for each enrolled child and can only claim meals at the free rate for children who qualify for free or reduced-price meals.
8. The SFA agrees to provide Summer Food Service Program meals at no charge. The only exception is for residential camps. Residential camps may charge for meals served to children who do not qualify for free or reduced-price meals.
9. The SFA agrees to maintain children on site while meals are consumed.
10. The SFA agrees to maintain documentation of the following for each serving site: program operating and administrative costs; funds accruing to the program; training of staff; monitoring of sites; the number of meals prepared/delivered, by type, each day; the number of complete first meals, complete second meals, excess meals or left-over meals, meals to program adults and meals to non-program adults served each day; daily meal production records; and daily menus.
11. The SFA may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SFA cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
12. The SFA agrees to monitor each site according to regulations.
13. The SFA agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
14. The SFA agrees to retain final financial and administrative responsibility for its program.





# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services

1535 West Jefferson Street

Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

### **AT-RISK AFTERSCHOOL MEALS COMPONENT of the CACFP:**

(Applicable to those SFAs participating in At-Risk Afterschool Meals)

1. Provide proof that all non-school affiliated at-risk sites are in compliance with all state and local health and safety requirements for certifications.
2. Provide organized, regularly scheduled education or enrichment activities in a structured and supervised environment for children in a nonresidential setting.
3. Provide snack and/or meal at no charge to all children through the age of 18.
4. Receive reimbursement at the applicable free rate for all snacks or meals served. If meals or snacks are served during the school week, service time must be after the school day. Meals/snacks may be served on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
5. Operate in an attendance area of a school where at least 50% or more of the children are eligible ("area eligible") for free or reduced-price school meals.
6. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986 (501c3).
7. Maintain menus for each snack and/or meal service.
8. Maintain daily production records of food prepared and served.
9. Serve meals/snacks in accordance with NSLP meal pattern requirements or CACFP meal pattern requirements.
10. Maintain daily records indicating the number of children in attendance, and all other records required by ADE. The SFA shall not claim more than one (1) meal and more than one (1) snack per child per day. The SFA will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year. Schools claiming snack under NSLP, may claim a meal, but cannot claim snacks under At-Risk Meals.
11. Document training sessions for management and staff including dates, locations and topics.
12. All expenses must be allocated to the non-profit school food service account. SFAs may follow the NSLP procurement standards in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22.
13. Document revenue from participant payments, federal reimbursement, food sales to adults, and donations.
14. Provide adequate supervisory and operational personnel for management and monitoring.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

15. Conduct site reviews two times per year: the first review should occur during the first four weeks of operation and the second review can occur at any time prior to the end of the school year.
16. Certify that responsible principals are not on USDA's National Disqualification List.

### CLEAN AIR/CLEAN WATER ACT COMPLIANCE

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

1. The SFA agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SFA 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 SFA 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 SFA 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 SFA 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, SFA also agrees to notify the EPA Assistant Administrator for Enforcement.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

### CERTIFICATION PAGE

(Applicable to SFAs 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 SFA.
  - (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) Apache )

I, (2) Dcanna S. Hunt, 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)  
Vernon Arizona, on (4) August 10, 2021, this governing board, by motion made, seconded  
and carried, approved and authorized execution of an agreement between the (5)  
Vernon Elementary School 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, 2019.

(6) Dr. Chad Knippen 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)





# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

### SIGNATURE PAGE

#### AGREED TO AND SIGNED:

1. Dr. Chad Knippen/Superintendent  
(Print or Type Name and Title) (Signature of Designated Official if applicable)  
[Same as item (6) on Certification Page]  
Vernon Elementary School 8/4/2021  
(SFA) (Date)

Address P O box 89 Vernon, Az. 85940

#### OTHER AUTHORIZED SIGNERS

2. Karol Coffman/ Director  
(Print or Type Name and Title) (Signature)
3. \_\_\_\_\_  
(Print or Type Name and Title) (Signature)
4. \_\_\_\_\_  
(Print or Type Name and Title) (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

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

(Date)



# Vernon Elementary School District #9

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

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## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

---

Recommended Motion: Approval for up to \$21,500.00 to be used for SPED Professional Services Fees from ESSER 2 fund.



# PERMANENT PLACEMENT AGREEMENT

Soliant is pleased to present the following candidate:

**Candidate:** Judith Kroll

**Position:** Special Education Director

**Client :** Vernon Elementary District

The following is an outline of our service charge, terms, and conditions. Acceptance of candidate referrals constitutes acceptance of this agreement. In the event the terms and conditions contained herein do not reflect your understanding, please notify us in writing immediately.

**Professional Fee:** \$21,500

**Equal Opportunity:** It has long been the policy of Soliant to provide equal opportunity to all candidates for employment. In as much as our business is recruiting and placement, all such screening and placement shall be based on merit only. All candidates shall be free from discrimination because of race, religion, color, sex, age, national origin, or handicap.

**Terms:** Our fee is due and payable upon signatures by Soliant Health, Inc. and the school district and candidate named above

**Guarantee:** 60 day refund guarantee. In the event the candidate resigns within the guarantee period, Soliant Health will refund 1/60 of the fee for every day the candidate did not work during the guarantee period.

**Referrals:** Any referral of an individual originally referred by our agency to any company or competitive agency resulting in the placement of such individual will make the referring party liable for the placement fee under the terms of this agreement.

**References:** It is understood that Soliant only refers candidates and that the hiring decision and determination of suitability, reference checking, employment eligibility verification, and conditions of employment are ultimately the responsibility of the employer.

As a duly authorized representative of the school named above, I understand and agree to the fees, terms, and conditions outlined in the foregoing and wish to hire the above named candidate on a permanent basis.

Vernon Elementary District

**SOLIANT HEALTH, LLC**

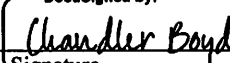
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

DocuSigned by:  
 8/4/2021  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature ID: 26565C84AE...

Chandler Boyd  
 Print Name \_\_\_\_\_

Account Executive  
 Title \_\_\_\_\_



# Vernon Elementary School District #9

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## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

---

Recommended Motion: Approval of the Special Services Consortium to provide Occupational Therapy and Speech-Language Therapy for the 2021-2022 School Year.

**EXHIBIT "A"**

Vernon Elementary School Dist #9 Apache 928-537-5463  
NAME OF SCHOOL DISTRICT COUNTY TELEPHONE

P.O. Box 89  
ADDRESS

Vernon, Az  
CITY

85940  
ZIP

**AMOUNT TO BE BILLED  
TO SCHOOL DISTRICT**

1. Physical Therapist	<u>5</u>	\$655.00	<u>3,275.00</u>
2. Occupational Therapist		\$655.00	
3. Certified OT Assistant		\$455.00	
4. Speech-Language Pathologist	<u>40</u>	\$655.00	<u>26,200.00</u>
5. Licensed SLP Assistant		\$455.00	
6. School Psychologist		\$690.00	
7. School Counselor		\$590.00	
8. Special Education Director		\$600.00	
9. Education Specialists ( <i>including professional learning, pedagogical support, instructional coaches, mentors, content specialists</i> )		\$450.00	
10. Gifted testing/instructional support		\$450.00	
11. District level Advertising/Recruitment Services	<u>(YEARLY)</u>	\$615.00	
11		\$	
Total Cost to District Before 1% Rebate for Payment within 3 Weeks of Billing Date:			<u>29,475</u>

❖ District acknowledges that, per the terms of the Membership Agreement, payment is due upon receipt. Failure to remit payment within 30 days of date of invoice will result in a penalty of 10% of the invoice total. Failure to remit within 60 days of invoice date will result in a penalty of 20% of invoice total and services will be suspended until payment has been received.

I hereby certify that this Agreement to Accept Services has been approved by the Governing Board of the District:

DISTRICT/SCHOOL SUPERINTENDENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**DISTRICT SCHOOL BOARD PRESIDENT**

DATE \_\_\_\_\_

Approved by Navajo County School Superintendent:

NAVAJO COUNTY SCHOOL SUPERINTENDENT

DATE \_\_\_\_\_

## AGREEMENT TO ACCEPT SERVICES

## EXHIBIT "A"

**HOUSING AGREEMENT**

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\*DISTRICTS with housing shall provide CONSORTIUM personnel with the opportunity to rent housing from the district at the rates established by the District for its own teachers and personnel. This is necessary due to the lack of available housing and the distances needed to travel to school sites from available housing. DISTRICTS adopting a policy which results in charging CONSORTIUM personnel housing rates above and beyond those established for their own teachers and personnel will be billed for the difference. Housing must meet the basic living requirements for the resident, to include running water, working bathroom, electricity, heat, cooling (if available) and in a basic state of good repair. For districts providing housing to CONSORTIUM employees at their established teacher rates, a fee of \$10.00/day will be credited to the DISTRICT at the end of the year for the number of days purchased by the DISTRICT for housing opportunities that are utilized.

We agree to provide housing, in accordance to the above stated stipulations, to COSORTIUM personnel working for our district during the 2021-2022 school year



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DISTRICT SCHOOL SUPERINTENDENT SIGNATURE8-4-21  
DATE

---

DISTRICT SCHOOL BOARD PRESIDENT

DATE



# Vernon Elementary School District #9

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

---

## MEMO

To: Governing Board Members

From: Karol Coffman

Subject: New Business

Date: For August 10, 2021 Board Meeting

---

- 1) Recommended Motion: Policy Advisory 680-711: Volume 33, Number 3. *Discussion only, first reading.*

# **POLICY SERVICES ADVISORY**

**Volume 33, Number 3**

**July 2021**

Policy Advisory No. 680 .....	Policy BDF — Advisory Committees
Policy Advisory No. 681 .....	Policy BEDD — Rules of Order
Policy Advisory No. 682 .....	Policy BEDH — Public Participation at Board Meetings
Policy Advisory No. 683 .....	Policy BIB — Board Member Development Opportunities Regulation BIB-R — Board Member Development Opportunities
Policy Advisory No. 684 .....	Policy DIE — Audits / Financial Monitoring
Policy Advisory No. 685 .....	Policy DJ — Purchasing (Purchasing Ethics Policy)
Policy Advisory No. 686 .....	Policy EEAEA — Bus Driver Requirements Training and Responsibilities
Policy Advisory No. 687 .....	GBGB-R — Staff Personal Security and Safety
Policy Advisory No. 688 .....	Policy GCB — Professional Staff Contracts and Compensation
Policy Advisory No. 689 .....	Policy GCF — Professional Staff Hiring
Policy Advisory No. 690 .....	Policy GCH — Professional / Support Staff Orientation and Training
Policy Advisory No. 691 .....	Policy GDB — Support Staff Contracts and Compensation
Policy Advisory No. 692 .....	Policy GDF — Support Staff Hiring
Policy Advisory No. 693 .....	IC — School Year
Policy Advisory No. 694 .....	Policy IHA — Basic Instructional Program Exhibit IHA-E — Basic Instructional Program
Policy Advisory No. 695 .....	Policy IHAMB — Family Life Education Regulation IHAMB-R — Family Life Education



Policy Advisory No. 696.....	Policy IHAMD — Instruction and Training in Suicide Prevention
Policy Advisory No. 697.....	Policy IJ – Instructional Resources and Materials
Policy Advisory No. 698.....	Policy IJJ – Textbook / Supplementary Materials Selection and Adoption
Policy Advisory No. 699.....	Regulation IKE-RB – Promotion and Retention of Students
Policy Advisory No. 700.....	Policy IMB – Teaching About Controversial / Sensitive Issues
Policy Advisory No. 701.....	Policy JFAA — Admission of Resident Students JFAA-EA — Admission of Resident Students JFAA-EB — Admission of Resident Students
Policy Advisory No. 702.....	Policy JFAB — Tuition / Admission of Nonresident Students JFAB-EA — Tuition / Admission of Nonresident Students JFAB-EB — Tuition / Admission of Nonresident Students
Policy Advisory No. 703.....	Policy JFB – Open Enrollment
Policy Advisory No. 704 <b><u>DELETE</u></b> .....	Regulation JICA-RB — Student Dress (Cloth Face Coverings)
Policy Advisory No. 705.....	Policy JK — Student Discipline
Policy Advisory No. 706.....	Policy JKD — Student Suspension
Policy Advisory No. 707.....	Policy JKE — Student Expulsion
Policy Advisory No. 708.....	Policy JLCB — Immunizations of Students Regulation JLCB-R — Immunizations of Students Exhibit JLCB-E — Immunizations of Students
Policy Advisory No. 709.....	Policy JLF — Reporting Child Abuse/Child Protection
Policy Advisory No. 710.....	Policy KB — Parental Involvement in Education
Policy Advisory No. 711 <b><u>DELETE</u></b> .....	Regulation KI-RB — Visitors to Schools (Cloth Face Coverings)

## **POLICY ALERT**

### **School Operations / Closures**

House Bill 2898 has enacted an amendment to A.R.S. 35-212 requiring that school districts and charter schools should exercise caution in the planning or executing of any activity that impedes or prevents a public school from operating for any period of time, unless the public official, employee or agent is acting in good faith and in furtherance of the official's, employee's or agent's official duties.

This statute states further that the attorney general may bring an action to recover illegally paid public monies against:

1. The public official, employee or agent of this state, a political subdivision of this state or a budget unit who knowingly uses public monies or other public resources, including e-mail, equipment or compensated work time, to organize, plan or execute any activity as described above.
2. The teacher, administrator or other employee of a school district or charter school or the state employee whose violation of section 15-717.02, Prohibited Instruction, or resulted in an illegal use of public monies.

For each violation of 15-717.02, as modified in House Bill 2898, including subsequent or continued violations, a court may impose a civil penalty not to exceed \$5,000 per school district, charter school or state agency where the violation occurs. (See the concepts listed in BIB-R.)

## **POLICY ADVISORY DISCUSSION**

Most of the following policy advisories are derived from enactments of the 55th Legislature, First Regular Session, 2021. These are indicated by references to the bills and/or statutes which have either been newly created or altered by the Legislature.

Several other policy advisories are those which have been revised for clarity by Policy Services.

### **Policy Advisory No. 680**

### **Policy BDF — Advisory Committees**

Policy BDF, Advisory Committees, is amended to make it clear that if a board creates an advisory committee or directs that the committee be created or appoints members to a committee, and that committee has the authority to act for the board or make recommendations to the board, the committee is covered as an advisory committee or subcommittee of the public body under the Open Meeting Law.

**Policy Advisory No. 681**

**Policy BEDD— Rules of Order**

This change makes it clear that the Governing Board President has the authority to recess a meeting without a vote of the Governing Board to maintain decorum and Governing Board meeting rules of order.

**Policy Advisory No. 682**

**Policy BEDH — Public Participation at  
Board Meetings**

Policy BEDH, Public Participation at Board Meetings, is amended to prohibit unsolicited commercial messages during Call to the Public

**Policy Advisory No. 683**

**Policy BIB — Board Member Development  
Opportunities  
Regulation BIB-R — Board Member Development  
Opportunities**

House Bill 2906 has added statute A.R.S. 41-1494 which states, in part, that a political subdivision, including school districts and charter schools, may not expend public monies for board members for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity, or sex. This does not preclude any training on sexual harassment.

Blame or judgment on the basis of race, ethnicity or sex is defined in the statute by seven (7) concepts which are listed in the regulation.

**Policy Advisory No. 684**

**Policy DIE — Audits / Financial Monitoring**

HB 2018 pertaining to audits and financial records prescribes a requirement for school district governing boards or charter school governing bodies to publicly accept all audits and compliance questionnaires by roll call vote. This language has been added to A.R.S. 15-914 and to Policy DIE.

**Policy Advisory No. 685.....Policy DJ — Purchasing (Purchasing Ethics  
Policy)**

House Bill 2210 amended section 15-342, Arizona Revised Statutes, relating to school district governing boards by adding that the Governing Board may provide food and beverages at school district events, including official school functions and trainings, as allowed by the Arizona Constitution and policies of the Department of Education.

**Policy Advisory No. 686**

**Policy EEAEA — Bus Driver Requirements,  
Training, and Responsibilities**

House Bill 2159 amended A.R.S. 28-3228, relating to driver licenses for school bus driver applicants, requiring school bus driver applicants to possess a commercial driver license issued by the Department of Public Safety or an acceptable alternate as described in the statute.

**Policy Advisory No. 687**

**Regulation GBGB-R — Staff Personal Security  
and Safety**

House Bill 2898 enacted a new statute, A.R.S. 15-342.05, which prohibits school districts and charter schools from requiring face coverings for students and staff during school hours and on school property.

Additionally, the statute provides that a school district or charter school may not require a student or teacher to receive a vaccine for Covid-19 or to wear a face covering to participate in in-person instruction.

GBGB-R, JICA-RB and KI-RB, PAs 687, 704, and 711, respectively, are regulations which may be revised/deleted by the Superintendent and communicated to the Governing Board. These regulations were first changed and added in Policy Advisory Volume 32, Number 2, released in July 2020 in response to the Governor's Executive Order on July 23, 2020 (EO 2020-51). PA 672, GBGB-R, was a revision. PAs 674 and 676, JICA-RB and KI-RB, were new documents and should be deleted. Take care revising GBGB-R, as this document has other necessary language that should be retained.

**Policy Advisory No. 688**

**Policy GCB— Professional Staff Contracts and  
Compensation**

House Bill 2268 added statutes A.R.S. 15-189 for Charter Schools and A.R.S. 15-341(45) for Traditional Public Schools requiring the School/District to provide each employee a total compensation statement categorized by benefit or payment that includes specific categories.

**Policy Advisory No. 689**

**Policy GCF— Professional Staff Hiring**

Per House Bill 2023, before employing a certificated or noncertificated person, school districts and charter schools are required to conduct a search of the educator information system that is maintained by ADE on the prospective employee. School districts and charter schools are prohibited from employing in a position that requires a valid fingerprint clearance card either a certificated person whose certificate has been suspended, surrendered, or revoked and not subsequently reinstated, or a noncertificated person who has been prohibited from employment at a school district or charter school.

The additions to Policies GCF and GDF are included in the newly enacted A.R.S. 15-505.

**Policy Advisory No. 690**

**Policy GCH — Professional / Support Staff  
Orientation and Training**

House Bill 2906 has added statute A.R.S. 41-1494 which states, in part, that a political subdivision, including school districts and charter schools, may not require an employee to engage in and shall not use public monies for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity, or sex. This does not preclude any training on sexual harassment.

Blame or judgment on the basis of race, ethnicity or sex is defined in the statute by seven (7) concepts.

**Policy Advisory No. 691**

**Policy GDB — Support Staff Contracts and  
Compensation**

See Policy Advisory 688 discussion.

**Policy Advisory No. 692**

**Policy GDF — Support Staff Hiring**

See Policy Advisory 689 discussion.

**Policy Advisory No. 693**

**Policy IC — School Year**

House Bill 2862 consisted of extensive amending of statutes 15-801, 15-901, and 15-1021, repealing section 15-861, and the addition of a new statute, 15-901.08, focusing on school instructional time. The primary directives are included in Policy IC, School Year, with emphasis on districts referring to the more specific information included in A.R.S. 15-901.08.

Note that for the purposes of meeting the instructional time and instructional hours requirements prescribed in A.R.S. 15-808 and A.R.S. 15-901, a school district governing board, after at least two public hearings in the school district, or a charter school governing body for one or more schools may adopt any instructional time models as prescribed in A.R.S. 15-901 to meet the minimum annual instructional time and instructional hours requirements prescribed in A.R.S. 15-808 and A.R.S. 15-901 for all of the purposes described in A.R.S. 15-901.08. The two public hearings may be held as part of regular board meetings or as separate meetings and shall include public comment.

The specifics of the new requirements are in the Arizona Department of Education School Finance release from July 12, 2021: HB 2862 FINAL Guidance (7-12).pdf (azed.gov)

**Policy Advisory No. 694**

**Policy IHA— Basic Instructional Program  
Regulation IHA-E — Basic Instructional Program**

SB1572 changed A.R.S. 15-211 and moved the deadline by which a District must have at least one (1) kindergarten through third (K-3) grade teacher in each school who has received training related to dyslexia. The new date is July 1, 2022.

**Policy Advisory No. 695**

**Policy IHAMB — Family Life Education  
Regulation IHAMB-R — Family Life Education**

House Bill 2035 modified A.R.S. 15-113, Rights of Parents, and A.R.S.15-711, Sex Education Instruction. Arizona Administrative Code R7-2-303 was also updated. The salient portions of these changes have been placed in Policy IHAMB and in Regulation IHAMB-R, Family Life Education.

**Policy Advisory No. 696**

**Policy IHAMD — Instruction and Training in  
Suicide Prevention**

An ASBA Policy Alert for Policy IHAMD, Instruction and Training in Suicide Prevention, was released in July 2020 to make districts aware of requirements from Senate Bill 1446 (Fifty-fourth Legislature, Second Regular Session) due to be met by July 1, 2021. School district governing boards and charter school governing bodies that issue identification cards to students in grades nine through twelve shall include on each new identification card at least one of the items described in A.R.S. 15-160 that are now included in Policy IHAMD. This language should be adopted by districts that issue identification cards to students in grades nine through twelve.

**Policy Advisory No. 697**

**Policy IJ – Instructional Resources  
and Materials**

Policy IJ, Instructional Resources and Materials, has been updated with additional language from A.R.S. 15-721 and A.R.S. 15-722 regarding the definition of “textbook.” As more districts move away from using physical copies of textbooks in favor of electronic options, the language clarifies that “textbook” includes printed instructional materials and digital content.

**Policy Advisory No. 698**

**Policy IJJ – Textbook / Supplementary Materials  
Selection and Adoption**

Policy IJJ, Textbook / Supplementary Materials Selection and Adoption, has been updated with additional language from A.R.S. 15-721 and A.R.S. 15-722 regarding the definition of “textbook.” As more districts move away from using physical copies of textbooks in favor of electronic options, the language clarifies that “textbook” includes printed instructional materials and digital content.

**Policy Advisory No. 699**

**Policy IKE-RB – Promotion and Retention of Students**

Senate Bill 1572 added language pertaining to promotion of students from the third grade regarding parent written notification, updates, and information to parents or guardians on the pupil's progress. It adds a timeframe for when the District shall provide written notification of the pupil's reading deficiency to the parent or guardian and adds more information to what the notification must include.

**Policy Advisory No. 700**

**Policy IMB – Teaching About Controversial / Sensitive Issues**

House Bill 2898 added A.R.S. 15-717.02, which states that a teacher, administrator or other employee of a school district, charter school or state agency who is involved with students and teachers in grades preschool through twelve may not use public monies for instruction that presents any form of blame or judgment on the basis of race, ethnicity or sex. This language is added to Policy IMB.

The Arizona Department of Education issued a release on "Understanding A.R.S. 15-717.02 regarding 'prohibited instruction' and its impact on teaching the History and Social Studies Standards" in July 2021. This may be accessed at the following site:

<https://www.azed.gov/sites/default/files/2021/07/Teacher%20Guidance%20for%20ARS%2015-717.02%20-%207.22.21%20.pdf>

**Policy Advisory No. 701**

**Policy JFAA — Admission of Resident Students  
Exhibit JFAA-EA — Admission of Resident Students  
Exhibit JFAA-EB — Admission of Resident Students**

**Policy Advisory No. 702**

**Policy JFAB — Tuition / Admission of Nonresident Students  
JFAB-EA — Tuition / Admission of Nonresident Students  
JFAB-EB — Tuition / Admission of Nonresident Students**

Senate Bill 1420 requires the state or any political subdivision of this state, including school districts and charter schools, to accept a consular identification card that is issued by a foreign government as a valid form of identification if the foreign government uses biometric identity verification techniques in issuing the consular identification card. Policies JFAA and JFAB and the related exhibits include the necessary language for schools.

Biometric identification techniques include fingerprint identification and retina scans.

**Policy Advisory No. 703**

**Policy JFB – Open Enrollment**

Substantive changes were made to A.R.S. 15-816.01 in House Bill 2898 pertaining to open enrollment. The required information is included in Policy JFB to clarify the statutory requirements set forth for open enrollment programs.

**Policy Advisory No. 704 DELETE**

**Regulation JICA-RB — Student Dress  
(Cloth Face Coverings)**

See Policy Advisory 687 discussion.

**Policy Advisory No. 705**

**Policy JK— Student Discipline**

**Policy Advisory No. 706**

**Policy JKD— Student Suspension**

**Policy Advisory No. 707**

**Policy JKE— Student Expulsion**

The above three policy advisories are based on changes to statute contained in House Bill 2123 pertaining to suspension and expulsion of students in kindergarten and grades one through four.

Language regarding district regulation of off-campus student speech is added to Policy JK in response to the recent Supreme Court decision in *Mahanoy Area School District v. B.L.*, 594 U.S. \_\_\_\_ (2021). In *Tinker v. Des Moines School Dist.*, 393 U.S. 503 (1969), the Court ruled that districts may regulate on-campus speech that “materially disrupts classwork or involves substantial disorder or invasion of the rights of others.” In *Mahanoy*, the Court writes that district “regulatory interests remain significant in some off-campus circumstances.” Districts should confer with their attorney for guidance when questions arise about specific situations.

**Policy Advisory No. 708**

**Policy JLCB— Immunization of Students  
Regulation JLCB-R— Immunization of Students  
Exhibit JLCB-E— Immunization of Students**

House Bill 2898 enacted a new statute, A.R.S. 15-342.05, which prohibits school districts and charter schools from requiring face coverings for students and staff during school hours and on school property and provides that a school district or charter school may not require a student or teacher to receive a vaccine for Covid-19 or to wear a face covering to participate in in-person instruction. Appropriate changes have been made in Policy JLCB and Regulation JLCB-R. Exhibit JLCB-E has been updated to include the 2021-2022 requirements.



**Policy Advisory No. 709**

**Policy JLF— Reporting Child Abuse/Child Protection**

Senate Bill 1114 has added A.R.S. 15-160.01, describing the required posting related to suspected abuse and neglect of children, instructions to call 911, and directions for accessing the website of the Department of Child Safety for information on reporting child abuse, child neglect and the exploitation of children.

**Policy Advisory No. 710**

**Policy KB — Parental Involvement in Education**

Language was altered in A.R.S. 15-102, Parental involvement in the school, by House Bill 2035 which modifies the language pertaining to instruction, learning materials or presentations regarding sexuality, in courses other than formal sex education curricula.

Policy KB includes this language which requires parents to opt their children in to any such instruction, learning materials, or presentations. It also reiterates language added to A.R.S. 15-113 requiring parental consent before providing sex education instruction to the student.

**Policy Advisory No. 711 DELETE**

**Regulation KI-RB — Visitors to Schools (Cloth Face Coverings)**

See Policy Advisory 687 discussion.

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If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, General Counsel/Associate Executive Director; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant/Staff Attorney. Our e-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddcabooter@azsba.org]. You may also fax information to (602) 254-1177.

**Note: This material is written for informational purposes only, and not as legal advice. You may wish to review the policy references and consult an attorney for further explanation**

**BDF ©  
ADVISORY COMMITTEES**

The Board may, by majority vote, appoint ad hoc committees when deemed advisable. Recommendations of such committees cannot be binding on the Board; they may be advisory only. These committees will be responsible for presenting to the Board recommendations for action based on research and facts. Any such committee shall automatically be dissolved upon completion of its assignment.

If the Board creates an advisory committee or directs that an advisory committee be created or appoints members to an advisory committee, and that advisory committee has the specific purpose of making a recommendation concerning a decision to be made or considered or a course of conduct to be taken or considered by the public body, that committee is considered a subcommittee of the public body and is subject to the conditions of Arizona's Open Meeting Law.

The Governing Board President shall develop guidelines for each committee. These guidelines shall be approved by the Board prior to the first meeting of each committee and will include, but not necessarily be limited to, the following:

- A. A written, specific statement of the purpose of the committee.
- B. The dates on which interim and final reports of the committee are to be rendered.
- C. The date or event upon which the committee will be terminated.
- D. The extent to which facilities, supplies, equipment, and clerical support will be provided to each committee.

The Superintendent will ensure that the following actions are taken for each committee established by the Board:

- A. Each committee member will be briefed on the requirements of the Arizona Open Meeting Law (A.R.S. 38-431) as it applies to committees of the Board.
- B. Notices and agendas of all meetings of the committee will be posted.
- C. All meetings will be open for public attendance.
- D. If an executive session is authorized, all applicable requirements as presented in Policy BEC, Executive Sessions/Open Meetings will be followed.
- E. Minutes will be taken and made available for public inspection three (3) working days after the meeting.

A representative of the Board and the Superintendent will serve as ex-officio members of all advisory committees.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

**A.R.S.**

**38-431 *et seq.***

**CROSS REF.:**

**BEC - Executive Sessions/Open Meetings**

**BEDD ©  
RULES OF ORDER**

The Board prescribes rules for its meetings as follows:

- A. It shall hold a regular meeting at least once each month during the regular school year and may hold other meetings as often as called.
- B. Each action item shall require a motion, and all motions shall require seconding.
- C. The President may make or second motions and may vote on all motions.
- D. A motion to adjourn is in order at any time. Such a motion shall require a second and a majority vote. No discussion is in order.
- E. A motion to table is in order at any time. Such a motion requires a second and is limited to being considered only once on any given agenda item. No discussion is in order.
- F. Rules of order may be subject to suspension only upon a majority vote of the members of the Board present at a meeting.
- G. The Governing Board President may recess the meeting without a vote of the Governing Board in order to maintain decorum and Governing Board meeting rules of order.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

15-321

15-341

**CROSS REF.:**

BED - Meeting Procedures/Bylaws

BEDA - Notification of Board Meetings

BEDB - Agenda

BEDBA - Agenda Preparation and Dissemination

BEDC - Quorum

BEDF - Voting Method

BEDG - Minutes

BEDH - Public Participation at Board Meetings

BGF - Suspension/Repeal of Policy

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**BEDH ©  
PUBLIC PARTICIPATION AT  
BOARD MEETINGS**

All regular and special meetings of the Board shall be open to the public.

The Board invites the viewpoints of citizens throughout the District and considers the responsible presentation of these viewpoints vital to the efficient operation of the District. The Board also recognizes its responsibility for the proper governance of the schools and therefore the need to conduct its business in an orderly and efficient manner. The Board therefore establishes the following procedures to receive input from citizens of the District:

A. Any individual desiring to address the Board shall complete a form (Request to Address Board) and give this form to the Superintendent prior to the start of the Board meeting.

B. The Board President shall be responsible for recognizing speakers, maintaining proper order, and adhering to any time limit set. Questions requiring investigation shall be referred to the Superintendent for later report to the Board. Questions or comments on matters that are currently under legal review will not receive a response.

C. If considered necessary, the President shall set a time limit on the length of the comment period. In order to ensure that each individual has an opportunity to address the Board, the President may also set a time limit for individual speakers.

D. Personal attacks upon Board members, staff personnel, or other persons in attendance or absent by individuals who address the Board are discouraged. Policies KE, KEB, KEC, and KED are provided by the Board for disposition of legitimate complaints, including those involving individuals. Upon conclusion of the open call to the public, individual members of the Board may respond to any criticism made by an individual who has addressed the Board.

E. Presentations for unsolicited services will not be permitted. Companies or businesses offering services of possible interest to the District should send information to the District Office for distribution to appropriate School District Officials.

The Superintendent shall ensure that a copy of this policy is posted at the entrance to the Board meeting room, and that an adequate supply of forms is available.

Adopted: <-- z2AdoptionDate -->

**BIB ©  
BOARD MEMBER DEVELOPMENT  
OPPORTUNITIES**

Governing Board members are encouraged to attend workshops presented by the county, state, and national school boards associations. Professional journals and books in the school libraries shall be available to every Board member.

No public monies can be used for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity or sex. This does not include any training on sexual harassment.

Blame or judgment on the basis of race, ethnicity or sex is defined in the statute by seven (7) concepts.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

15-342

41-1494

**BIB-R ©**

**REGULATION**

**BOARD MEMBER DEVELOPMENT  
OPPORTUNITIES**

“Blame or judgment on the basis of race, ethnicity or sex” is defined in statute by the following concepts:

1. One race, ethnic group or sex is inherently morally or intellectually superior to another race, ethnic group or sex.
2. An individual, by virtue of the individual's race, ethnicity or sex, is inherently racist, sexist or oppressive, whether consciously or unconsciously.
3. An individual should be invidiously discriminated against or receive adverse treatment solely or partly because of the individual's race, ethnicity or sex.
4. An individual's moral character is determined by the individual's race, ethnicity or sex.
5. An individual, by virtue of the individual's race, ethnicity or sex, bears responsibility for actions committed by other members of the same race, ethnic group or sex.
6. An individual should feel discomfort, guilt, anguish or any other form of psychological distress because of the individual's race, ethnicity or sex.
7. Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race, ethnic group or sex to oppress members of another race, ethnic group or sex.

**DIE ©  
AUDITS / FINANCIAL MONITORING**

The Governing Board directs the Superintendent to implement procedures that assure District compliance with all state and federal requirements for financial monitoring and audits. Contingent upon prescribed qualifying criteria, such requirements may include, but are not limited to, procedural reviews by the Office of the Auditor General and the federal Single Audit Act Amendments and Office of Management and Budget (OMB) Compliance Supplement June 2016.

The procurement of the necessary services shall be consistent with the District's policy on bidding and purchasing procedures. Any allocation of costs for the services shall conform to the requirements of the Uniform System of Financial Records (USFR).

A final report of each separate fiscal management review shall be presented to the Board for examination and discussion. After a report has been presented to the Board, it will become a matter of public record, and its distribution will not be limited. Copies of a final report shall be filed with appropriate state and other authorities.

The Governing Board shall publicly accept all audits and compliance questionnaires by roll call vote.

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

15-213

15-239

15-914

15-2111

41-1279.03

41-1279.04

41-1279.05

41-1279.07

41-1279.21

41-1279.22

A.A.C.

R7-2-902

USFR – Audit Requirements

2 CFR Part 200 Appendix XI, Compliance Supplement

**CROSS REF.:**

DICA - Budget Format

*Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.*



**DJ ©  
PURCHASING**

**(Purchasing Ethics Policy)**

The District's Governing Board members and employees shall not use their offices or positions to receive any valuable things or benefits that would not ordinarily accrue to them in the performance of duties if the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties.

The Governing Board may provide food and beverages at School District events, including official school functions and trainings, as allowed by the Arizona Constitution and policies of the Department of Education.

A person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or a person who supervises or participates in the planning, recommending, selecting or contracting for materials, services, goods, construction, or construction services of a school district or school purchasing cooperative is guilty of a Class 6 felony if the person solicits, accepts or agrees to accept any personal gift or benefit with a value of three hundred dollars (\$300) or more from a person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with the school district or school purchasing cooperative. Soliciting, accepting or agreeing to accept any personal gift or benefit with a value of less than three hundred dollars (\$300) is a Class 1 misdemeanor.

Any person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with a school district or school purchasing cooperative that offers, confers or agrees to confer any personal gift or benefit with a value of three hundred dollars (\$300) or more on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of a school district or school purchasing cooperative, is guilty of a Class 6 felony. Offering, conferring or agreeing to confer any personal gift or benefit with a value of less than three hundred dollars (\$300) is a Class 1 misdemeanor.

For the purpose of this policy a *gift or benefit* means a payment, distribution, expenditure, advance, deposit or monies, any intangible personal property, or any kind of tangible personal or real property. A *gift or benefit* does not include food or beverage, expenses or sponsorships related to a special event or function related to individuals identified in this policy, nor does this include an item of nominal value such as a greeting card, T-shirt, mug or pen.

**Note:** This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

A District employee who has control over personnel actions may not take reprisal against a District employee or that employee's disclosure of information that is a matter of public concern, including a violation of District policy or laws/regulations governing the District.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

15-213

15-323

38-503

38-504

Article IX, section 7, Constitution of Arizona (laws pertaining to travel and subsistence, gifts, grants, including federal grants, or devises)

Policies adopted by the Department of Education

CROSS REF.:

DJE - Bidding/Purchasing Procedures

GBEAA - Staff Conflict of Interest

**EEAEA ©  
BUS DRIVER REQUIREMENTS, TRAINING,  
AND RESPONSIBILITIES**

Bus drivers employed by the District or employed by contractors who provide transportation services to the District shall comply with applicable provisions of the Commercial Motor Vehicle Safety Act of 1986 and all applicable requirements of the state of Arizona.

Bus drivers shall submit an Identity Verified Fingerprint Card as described in A.R.S. 15-106 that the Department of Public Safety shall use to process the fingerprint clearance card as outlined in A.R.S. 15-106. A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.

Bus driver applicants are required to possess a commercial driver license issued by the Department of Public Safety except that the applicant may possess a commercial driver license issued by another state if the applicant will be driving a school bus for a school district that is adjacent to that state.

The District will assume the cost of required physical examinations, and the drivers will assume the cost of obtaining valid commercial driver's licenses as required by law.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.  
15-106  
28-857  
28-3228  
A.A.C.  
R17-4-508 *et seq.*

**CROSS REF.:**

GBEFA - Staff Use of Digital Wireless Communications or  
Electronic Devices While Operating a Motor Vehicle  
GDFA - Support Staff Qualifications and Requirements  
(fingerprinting requirements)

**GBGB-R ©**

**REGULATION**

**STAFF PERSONAL SECURITY  
AND SAFETY**

**Threats**

Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the school principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's office of the threat and together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

**Eye Protective Devices**

Every student, teacher, and visitor in public schools shall wear appropriate eye protective ware while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities involving exposure to:

- A. Molten metals or other molten materials.
- B. Cutting, shaping, and grinding of materials.
- C. Heat treatment, tempering, or kiln firing of any metal or other materials.
- D. Welding fabrication processes.
- E. Explosive materials.
- F. Caustic solutions.
- G. Radiation materials.

The Board shall equip the schools with eye protective ware.

Schools may receive and expend federal, state, and local monies to provide eye protective devices.

For purposes of this procedure, *eye protective ware* means devices meeting the standards of the U.S.A. Standard Safety Code for head, eye, and respiratory protection, Z21-1959, and subsequent revisions thereof, approved by the United States of America Standards Institute, Inc.

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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## **Cloth Face Coverings / Covid-19 Vaccine**

As stipulated in A.R.S. 15-342.05, a school district or charter school may not require a student or teacher to receive a vaccine for Covid-19 or to wear a face covering to participate in in-person instruction.

~~All persons, including, but not limited to, staff, students, vendors, visitors, and volunteers, shall wear a cloth face covering while on any District property, in any District facility, at any District event, whether indoors or outdoors, and in any District vehicle, including District buses or vehicles rented or leased by the District.~~

~~Cloth face coverings should not be worn by:~~

- ~~A. Children under the age of two (2);~~
- ~~B. Anyone who has trouble breathing;~~
- ~~C. Anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.~~

~~The Superintendent may make exceptions to the requirement to wear a cloth face covering while keeping in mind the health and safety of everyone involved.~~

~~Cloth face coverings are to fully cover a person's nose and mouth, ideally fitting snugly but comfortably against the sides of the face and under the chin. They are to remain affixed in place without the use of one's hands and are to not have holes. They are to be laundered regularly or disposed of appropriately.~~

~~A cloth face covering does not replace the need for frequent handwashing, covering coughs and sneezes, and practicing physical distancing (six feet [6'] away) to the extent possible. Individuals are to be reminded to avoid touching their cloth face covering and to wash their hands frequently. To ensure the proper use of cloth face coverings, staff and students are to be educated on how to wear and care for their cloth face coverings.~~

**GCB ©  
PROFESSIONAL STAFF  
CONTRACTS AND COMPENSATION**

Salaries in the District will be differentiated in relationship to duties and responsibilities.

The Superintendent will provide recommendations on salaries and fringe benefits to the Board.

The Board at any time may establish, within the budgetary constraints of the District, the salaries and benefits for all employees necessary for the succeeding year.

Every fiscal year, each School District employee will be provided a total compensation statement that is broken down by category of benefit or payment and that includes, for that employee, at least all of the following:

- A. Base salary and any additional pay.
- B. Medical benefits and the value of any employer-paid portions of insurance plan premiums.
- C. Retirement benefit plans, including social security.
- D. Legally required benefits.
- E. Any paid leave.
- F. Any other payment made to or on behalf of the employee.
- G. Any other benefit provided to the employee.

Subject to the terms of employment contracts, the Governing Board at any time may reduce salaries or eliminate certificated teachers in the District in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the District's schools. Notice of a general salary reduction shall be given each certificated teacher affected. These provisions do not apply to salary reductions from classroom site fund money.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

15-341

15-502

15-503

15-544

15-952

15-977

**CROSS REF.:**

GCF - Professional Staff Hiring

GCO - Evaluation of Professional Staff Members

**GCF ©  
PROFESSIONAL STAFF HIRING**

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.

B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant A.R.S. 15-505.

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.

B. Candidates for professional positions shall be qualified for and have the training necessary to perform the instructional duties or functions for which they have applied.

C. Each candidate shall provide evidence of meeting state requirements for certification.

D. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

E. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- A. The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- B. The District obtains from the Department of Public Safety a state-wide criminal record check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
- C. The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
- D. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- E. The District provides general supervision of the applicant until permanent certification is issued by ADE.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.



The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. 41-1750 is guilty of a class 6 felony.

A professional candidate's acceptance of a contract offer must be indicated within \_\_\_\_\_ (\_\_\_\_) days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

13-3716

15-153

15-502

15-503

15-505

15-512

15-536

15-538.01

15-539

15-550

23-211

23-212

23-1361

38-201

38-231

38-232

38-766.01

41-1750

41-1756

**CROSS REF.:**

GCB - Professional Staff Contracts and Compensation

GCFC - Professional Staff Certification and Credentialing Requirements  
(fingerprinting requirements)

GCO - Evaluation of Professional Staff Members

**GCH ©  
PROFESSIONAL / SUPPORT STAFF  
ORIENTATION AND TRAINING**

The Superintendent will establish a program to provide orientation for all new District employees. At a minimum, this program will cover the following items:

- A. Goals, objectives, and programs of the District.
- B. Personnel policies.
- C. Sexual harassment.
- D. Terms of employment.
- E. General disciplinary rules and procedures.
- F. Salary and fringe-benefit plans.
- G. Self-improvement opportunities.
- H. The evaluation program and name(s) of evaluator(s).
- I. Handling of body fluids.
- J. Child abuse reporting responsibilities.

School districts and charter schools may not require an employee to engage in and shall not use public monies for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity, or sex. This does not preclude any training on sexual harassment or lessons on recognizing and reporting abuse.

"Blame or judgment on the basis of race, ethnicity or sex" is defined in A.R.S.15-717.02 by seven (7) concepts.

For each violation of A.R.S.15-717.02, including subsequent or continued violations, a court may impose a civil penalty not to exceed five thousand dollars (\$5,000) per school district, charter school or state agency where the violation occurs.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.  
15-153  
15-341  
41-1494

**CROSS REF.:**

IHAMD - Instruction and Training in Suicide Prevention

*Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.*

**GDB ©  
SUPPORT STAFF CONTRACTS  
AND COMPENSATION**

Support staff members are all employees of the District who are not required by state law or by a District policy, regulation, or job description to possess *teaching certificates* from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Governing Board.

**Employment Status**

All support personnel are either term employees or at-will employees of the District.

**Term employee.** A term employee is a support staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All support staff members who are not term employees are at-will employees.

**At-will employee.** An at-will employee is a support staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board without advance notice. No employee or Governing Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation or item within the District's handbook is intended to - and shall not operate to - create any property or contract rights inconsistent with the at-will employment status of support staff members.

**Compensation**

The Board will determine salaries and benefits of support staff employees, differentiated on the basis of duties and responsibilities.

Every fiscal year, each School District employee will be provided a total compensation statement that is broken down by category of benefit or payment and that includes, for that employee, at least all of the following:

- A. Base salary and any additional pay.
- B. Medical benefits and the value of any employer-paid portions of insurance plan premiums.
- C. Retirement benefit plans, including social security.
- D. Legally required benefits.
- E. Any paid leave.

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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F. Any other payment made to or on behalf of the employee.

G. Any other benefit provided to the employee.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

15-341

15-502

A.A.C.

R7-2-601 *et seq.*

CROSS REF.:

GDQB - Resignation of Support Staff Members

**GDF ©  
SUPPORT STAFF HIRING**

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive wages within the financial capabilities of the District, adequate facilities, and good working conditions.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the department of education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.

B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to subsection b of this section.

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.

B. Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.

C. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

D. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that District and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check or a fingerprint clearance card has been issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:

- A. The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed or a fingerprint clearance card is issued or denied.
- B. The District obtains from the Department of Public Safety a statewide criminal records information check on the applicant. Subsequent criminal records checks are also required every one hundred twenty (120) days until the date that the fingerprint check is completed or the fingerprint clearance card is issued or denied.
- C. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- D. The District provides general supervision of the applicant until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by section 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. 41-1750 is guilty of a class 6 felony.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

13-3716

15-153

15-502

15-505

15-512

23-211

23-212

23-1361

38-201

38-481

41-1756

**CROSS REF.:**

GDFA - Support Staff Qualifications and Requirements  
(fingerprinting requirements)

**IC ©  
SCHOOL YEAR**

The school year shall be not less than one hundred eighty (180) instructional days.

Each instructional day shall consist of not less than the minimum amount of time prescribed in A.R.S. 15-901 for each respective program level. ~~Variance from this requirement may be sought under A.R.S. 15-861~~

The school district or charter school may satisfy any of the time and hours requirements prescribed in statute in any manner prescribed in the district's or charter school's instructional time model adopted under section 15-901.08.

Except as may be otherwise authorized by the Superintendent of Public Instruction to accommodate a year-round school operation or as otherwise prescribed under an instructional time model adopted pursuant to A.R.S. 15-901.08, the school year begins July 1 and ends June 30, and a school month is twenty (20) school days or four (4) weeks of five (5) days each.

Notwithstanding any other law, for the purposes of meeting the instructional time and instructional hours requirements prescribed in A.R.S. 15-808 and A.R.S. 15-901, a school district governing board, after at least two (2) public hearings in the school district, or a charter school governing body for one (1) or more schools may adopt any instructional time models (ITM) as prescribed in A.R.S. 15-901 to meet the minimum annual instructional time and instructional hours requirements prescribed in A.R.S. 15-808 and A.R.S. 15-901 for all of the purposes described in A.R.S. 15-901.08.

The Board shall establish the school calendar each year after recommendations from the Superintendent.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

15-341.01 (Laws 2000, 5th S.S., Ch 1 § 54)

15-801

15-854

15-855

~~15-861~~

15-881

15-901

15-901.08



**IHA ©  
BASIC INSTRUCTIONAL PROGRAM**

The various instructional programs will be developed to maintain a balanced, integrated, and sequential curriculum that will serve the educational needs of all school-aged children in the District. The curriculum will be broad in scope and provide for a wide range in rate, readiness, and potential for learning.

The instructional program shall reflect the importance of language acquisition/reading-skill development as the basic element in each student's education. The first priority of the instructional program will be language acquisition through a planned sequence of reading skills and language experiences beginning in the kindergarten program. The improvement of specific reading skills of students should be continuous throughout their education. Each school educating students in kindergarten and grades one (1) through three (3) shall have a reading program as required by A.R.S. 15-704 and applicable State Board of Education rules.

The second priority of the instructional program will be mastery of the fundamentals of mathematics, beginning in the kindergarten program.

The instructional program will ensure that on or before July 1, 2021~~2~~, at least one (1) kindergarten through third (K-3) grade teacher in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219 and A.R.S. 15-501.01 which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.

Attention to the above-listed priorities shall not result in neglect of other areas of the curriculum.

The instructional program will include planned sequences in:

- A. Language arts - reading, spelling, handwriting, English grammar, composition, literature, and study skills.
- B. Mathematics experiences.
- C. Social studies - history including Native American history, geography, civics, economics, world cultures, political science, and other social science disciplines.
- D. Science experiences.
- E. Fine and practical arts experience - art education, vocal and instrumental music, and vocational/business education.
- F. Technology skills.

G. Health and safety education.

H. Physical education.

I. Foreign or Native American language.

The planned program for all students shall also include library instruction, individual study, guidance, other appropriate instructional activities, and all instruction required under state law and State Board of Education regulations.

September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day, which is not a legal holiday. On Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

If Sandra Day O'Connor Civics Celebration Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S. 15-701 and 15-701.01.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

1-319

15-203

15-211

15-219

15-341

15-501.01

15-701

15-701.01

15-704

15-710

15-741.01

15-802

A.A.C.

R7-2-301 *et seq.*

**CROSS REF.:**

IJNDB - Use of Technology Resources in Instruction

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**IHA-E ©**

**EXHIBIT**

**BASIC INSTRUCTIONAL PROGRAM**

**Reading**

For students in kindergarten (K) and grades one (1) through three (3), the District shall:

- A. select and administer screening, ongoing diagnostic and classroom based instructional reading assessments, including motivational assessments, as defined by the State Board of Education;
- B. conduct a curriculum evaluation;
- C. adopt a scientifically based reading curriculum including the essentials of reading instruction;
- D. provide ongoing teacher training based on scientifically based reading research;
- E. devote reasonable amounts of time to explicit instruction and independent reading;
- F. provide intensive reading instruction as defined by the State Board of Education to each student who does not meet or exceed the Arizona standards; and
- G. review its reading program and take corrective action as specified by the State Board of Education whenever more than twenty percent (20%) of the third (3rd) grade students do not meet the Arizona standards.
- H. ensure that on or before July 1, 2021~~2~~, at least one (1) kindergarten through third (K-3) grade teacher in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219 and A.R.S. 15-501.01 which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.
- I. ensure that, within forty-five (45) calendar days after the beginning of each school year or within forty-five (45) calendar days after a student enrollment occurs after the first (1st) day of school, every student who is enrolled in a kindergarten program or grade one in a public school in this state is screened for indicators of dyslexia, using the Department of Education (D.O.E.) dyslexia screening plan (the screening for indicators of dyslexia may be integrated with reading proficiency screenings as prescribed by the D.O.E.);

J. provide notifications to parents of students who are identified as having indicators of dyslexia based on a screening for indicators; and

K. ensure that screening for indicators of dyslexia includes phonological and phonemic awareness, rapid naming skills, correspondence between sounds and letters, nonsense word repetition, and sound symbol recognition.

**IHAMB ©  
FAMILY LIFE EDUCATION**

**Instruction in Sex Education**

Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.

The school shall obtain signed, written consent from a student's parent or guardian before doing either of the following:

A. Using video, audio or electronic materials that may be inappropriate for the age of the student.

B. Providing sex education instruction to the student. At the same time the public educational institution seeks consent, it shall inform the student's parent or guardian of the parent's or guardian's right to review the instructional materials and activities.

School districts and charter schools may not provide sex education instruction before grade five (5).

Before a parent provides written permission for the parent's child to participate in any sex education curricula, the school district or charter school shall make the sex education curricula available for the parent's review online and in person pursuant to A.R.S. 15-102(A)(2). The school district or charter school shall notify parents where the sex education curricula are available for review at least two (2) weeks before any instruction is offered pursuant to A.R.S. 15-711.

A school districts or charter school with existing sex education curricula shall include instruction on the laws relating to sexual conduct with a minor for pupils in grades seven (7) through twelve (12).

Each school district or charter school may develop its own sex education course of study or adopt an existing sex education course of study.

Before a school district or charter school offers sex education instruction, the school district governing board or charter school governing body shall review and approve the sex education course of study that is developed, adopted, revised, or updated.

The governing board or governing body:

A. Shall provide parents with a meaningful opportunity to participate in, review and provide input on any proposed sex education course of study before it is adopted.

B. May not approve a course of study unless it complies with A.R.S. 15-711.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Before approving any sex education course of study developed, adopted, revised, or updated pursuant to A.R.S. 15-711, the school district governing board or charter school governing body shall do all of the following:

A. Require that all meetings of committees that are authorized for the purposes of reviewing and selecting the sex education course of study be publicly noticed at least two (2) weeks before occurring and be open to the public pursuant to Title 38, Chapter 3, Article 3.1.

B. Make any proposed sex education course of study available and accessible for review and public comment for at least sixty (60) days before the governing board or governing body decides whether to approve that course of study.

C. Conduct at least two (2) public hearings within the sixty (60)-day period before the governing board or governing body decides whether to approve any course of study. Public comment may include written comments, oral comments and comments submitted through e-mail.

A school district or charter school is not required to provide sex education instruction to pupils. If a school district or charter school decides to provide sex education instruction after school hours, A.R.S. 15-711 and A.R.S. 15-102 apply.

Statute does not prohibit age and grade appropriate classroom instruction regarding child assault awareness and abuse prevention.

***Grades K-8:***

~~A. Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.~~

~~B. Prior to offering sex education, the Board shall establish an *ad hoc* advisory committee with membership representative of the District's size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis.~~

~~C. The Board shall review the total instructional materials for lessons presented for approval.~~

~~D. The Board shall publicize and hold at least two (2) public hearings for the purpose of receiving public input at least one (1) week prior to the Board meeting at which sex education lessons will be considered for approval.~~

~~E. The Board shall maintain for viewing by the public the total instructional materials to be used in approved sex education lessons within the District.~~

~~F. The Superintendent shall, before recommending the offering of instruction in sex education, develop and implement regulations that meet the requirements of Arizona regulatory and statutory law.~~

~~G. If sex education is offered in grades seven (7) and eight (8) the curricula shall include instruction on the laws relating to sexual conduct with a minor.~~

**Note:** This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**~~Grades 9-12:~~**

- ~~A. Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.~~
- ~~B. The Governing Board shall review the total instructional materials and approve all lessons in the course of study to be offered in sex education.~~
- ~~C. The Board shall maintain for viewing by the public the total instructional materials to be used in all high school sex education courses to be offered.~~
- ~~D. If sex education is offered, the curricula shall include instruction on the laws relating to sexual conduct with a minor.~~

**Certification of Compliance**

The District shall certify, under the notarized signatures of both the Governing Board President and the Superintendent, compliance with A.A.C. R7-2-303. Acknowledgment of receipt of the compliance certification from the State Board of Education is required as a prerequisite to the initiation of instruction. Certification of compliance shall be in a format and with such particulars as shall be specified by the Department of Education.

**Instruction on Acquired Immune  
Deficiency Syndrome and Human  
Immunodeficiency Virus**

The District may provide instruction in kindergarten (K) through grade twelve (12) on acquired immune deficiency syndrome and the human immunodeficiency virus as authorized by Arizona law.

If instruction is to be offered at one (1) or more grade levels, the Superintendent shall develop and implement regulations on such instruction that conform to Arizona law.

**Promotion of Childbirth**

The District shall not endorse or provide financial or instructional program support to any program that does not present childbirth and adoption as preferred options to elective abortion.

The District shall not allow any presentation during instructional time or furnish any materials to pupils as part of any instruction that does not give preference, encouragement and support to childbirth and adoption as preferred options to elective abortion.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

15-115

15-341

15-711

15-716

A.A.C.

R7-2-303

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**IHAMB-R ©**

**REGULATION**

**FAMILY LIFE EDUCATION**

**Instruction in Sex Education**

Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law. Nothing in this regulation shall be construed to require a school district or charter school provide sex education instruction to pupils.

The school shall obtain signed, written consent from a student's parent or guardian before doing either of the following:

A. Using video, audio or electronic materials that may be inappropriate for the age of the student.

B. Providing sex education instruction to the student. At the same time the public educational institution seeks consent, it shall inform the student's parent or guardian of the parent's or guardian's right to review the instructional materials and activities

School districts and charter schools may not provide sex education instruction before grade five (5).

***Grades ~~K~~5 - 8:***

A. *Elective lessons.* The District may provide a specific elective lesson or lessons concerning sex education as a supplement to the health course of study.

1. Such supplement may be taken by the student only upon the written request of the student's parent or guardian.

2. Alternative elective lessons from the state-adopted optional subjects shall be provided for students who do not enroll in elective sex education.

~~3. Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-eighth (1/8th) of the school year for grades kindergarten (K) through four (4).~~

4. Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-quarter (1/4th) of the school year for grades five (5) through eight (8).



**B. *Governing Board approval.*** All elective sex education lessons to be offered must have prior approval from the Governing Board.

1. The Governing Board shall establish an advisory committee with membership representative of District size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis. All meetings of committees that are authorized for the purposes of reviewing and selecting the sex education course of study shall be publicly noticed at least two (2) weeks before occurring and be open to the public pursuant to Arizona Revised Statutes Title 38, Chapter 3, Article 3.1.

2. The Governing Board shall review the total instructional materials and approve all lessons and curricula in the course of study to be offered in sex education.

3. The Governing Board shall make any proposed sex education course of study available and accessible for review and public comment for at least sixty (60) days before the Board decides whether to approve that course of study. The Board shall publicize and hold at least two (2) public hearings within the sixty (60)-day period for the purpose of receiving public input at least one (1) week prior to the local governing board meeting at which the elective sex education lessons will be considered for approval. Public input may include written comments, oral comments and comments submitted electronically.

4. The Governing Board shall maintain for viewing by the public, both online and in-person pursuant to A.R.S. 15-102(A)(2), the total instructional materials to be used in approved elective sex education lessons within the school district or charter school at least two (2) weeks before any instruction is offered.

**C. *Format of instruction:***

1. Lessons shall be taught to boys and girls separately.

2. Lessons shall be ungraded and shall require no homework; any evaluation administered for the purpose of self-analysis shall not be retained or recorded by the school or the teacher in any form.

3. Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about personal beliefs or practices in sex, family life, morality, values, or religion on the part of students or their parents.

4. Lessons for grades seven (7) and eight (8) shall include instruction on the laws relating to sexual conduct with a minor.

***Grades 9 - 12:***

- A. A course in sex education may be provided in the high schools of Arizona.
- B. This course may only be taken by the student at the written request of the student's parent or guardian.
- C. Alternative elective lessons from the state-adopted optional subjects shall be provided for students who do not enroll in elective sex education.
- D. All meeting of committees that are authorized for the purposes of reviewing and selecting the sex education course of study shall be publicly noticed at least two (2) weeks before occurring and be open to the public pursuant to Arizona Revised Statutes Title 38, Chapter 3, Article 3.1.
- E. The Governing Board shall review the total instructional materials and approve all lessons and curricula in the course of study to be offered in sex education.
- F. The Governing Board shall make any proposed sex education course of study available and accessible for review and public comment for at least sixty (60) days before the Board decides whether to approve that course of study. The Board shall publicize and hold at least two (2) public hearings within the sixty (60)-day period for the purpose of receiving public input at least one (1) week prior to the local governing board meeting at which the elective sex education lessons will be considered for approval. Public input may include written comments, oral comments and comments submitted electronically.
- G. Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about personal beliefs or practices in sex, family life, morality, values, or religion on the part of students or their parents.
- H. The Governing Board shall maintain for viewing by the public, both online and in-person pursuant to A.R.S. 15-102(A)(2), the total instructional materials to be used in approved elective sex education lessons within the school district or charter school at least two (2) weeks before any instruction is offered.

***Content of instruction (Grades ~~K~~5 - 12):***

A. All sex education materials and instruction shall be age appropriate, shall recognize the needs of exceptional students, shall meet the needs of the District, shall recognize local community standards and sensitivities, shall not include the teaching of abnormal, deviate, or unusual sexual acts and practices, and shall include the following:

1. Emphasis upon the power of individuals to control their own personal behavior.

Students shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations such as respect for self and others.

2. Instruction on how to say "no" to unwanted sexual advances and to resist negative peer pressure.

Students shall be taught that it is wrong to take advantage of, or to exploit, another person.

3. Instruction on the laws relating to sexual conduct with a minor.

**B. All sex education materials and instruction that discuss sexual intercourse shall:**

1. Stress that students should abstain from sexual intercourse until they are mature adults.
2. Emphasize that abstinence from sexual intercourse is the only method for avoiding pregnancy that is one hundred percent (100%) effective.
3. Stress that sexually transmitted diseases have severe consequences and constitute a serious and widespread public health problem.
4. Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual intercourse and the consequences of preadolescent and adolescent pregnancy.
5. Advise students of Arizona law pertaining to the financial responsibilities of parenting, and legal liabilities related to sexual intercourse with a minor.

School districts and charter schools shall make any existing sex education course of study available and accessible for review both online and in person.

**Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus**

The District will develop its own course of study for each grade. At a minimum, instruction shall:

- A. Be appropriate to the grade level in which it is offered.
- B. Be medically accurate.
- C. Promote abstinence.
- D. Discourage drug abuse.
- E. Dispel myths regarding transmission of the human immunodeficiency virus.

The District may request that the Department of Health Services, in conjunction with the Department of Education, review instruction materials to determine their medical accuracy.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

The District may request that the Department of Education provide the following assistance:

- A. A suggested course of study.
- B. Teacher training.
- C. A list of available films and other teaching aids.

At the request of a parent, a student shall be excused from the instruction on acquired immune deficiency syndrome and the human immunodeficiency virus. The District shall notify all parents of their ability to withdraw their children from the instruction.

**IHAMD ©  
INSTRUCTION AND TRAINING IN  
SUICIDE PREVENTION**

School districts shall provide training in suicide awareness and prevention for school guidance counselors, teachers, principals and other school personnel who work with pupils in grades six through twelve (6-12). Each person who is required to obtain training shall complete that training at least once every three (3) years. The training must include the following:

- A. Training in suicide prevention.
- B. Training to identify the warning signs of suicidal behavior in adolescents and teens.
- C. Appropriate intervention and referral techniques.

The training prescribed above must use evidence-based training materials and may be provided within the framework of existing in-service training programs offered by the School District or as part of professional development activities.

School personnel, entities or any other persons are not civilly liable for any actions taken in good faith pursuant to this requirement except in cases of gross negligence, willful misconduct or intentional wrongdoing.

**Student Identification Cards**

The District shall include at least one (1) of the following on each new identification card issued to a student in grades nine (9) through twelve (12).

- A. The telephone number for a national suicide prevention lifeline.
- B. The telephone number for a national network of local crisis centers.
- C. A statement describing how to access a text-based emotional support service.
- D. The telephone number for a local suicide prevention hotline.

The District may include the information described by printing the information on, or by affixing a sticker that contains the information to, the identification cards.

Adopted: <-- z2AdoptionDate -->

LEGAL REF:

A.R.S.

15-120

15-160

15-341

15-701.01

CROSS REF.:

IKF - Graduation Requirements

**Note:** This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**IJ ©  
INSTRUCTIONAL RESOURCES  
AND MATERIALS**

**Supplies**

All students in the elementary (K-8) schools will have required textbooks and supplies furnished by the District.

The Governing Board shall furnish free required textbooks and related printed subject matter materials for high school students in grades nine (9) through twelve (12).

"Textbook" means printed instructional materials or digital content, or both, and related printed or nonprinted instructional materials, that are written and published primarily for use in school instruction and that are required by a state educational agency or a local educational agency for use by pupils in the classroom, including materials that require the availability of electronic equipment in order to be used as a learning resource.

A student or parent may purchase, at the price paid for the books, such books as are necessary for high school students. Students and their parents shall be held responsible for proper care of books and school property. Books must be kept clean and unmarked. Parents may be required to pay for any damage to school property.

The Superintendent is authorized to establish a replacement-fee schedule and make it available to students, staff members, and parents. Students and parents will be advised of this replacement-cost policy upon enrollment or at the beginning of each school year.

The District shall obtain signed, written consent from a student's parent or guardian before using video, audio or electronic materials that may be inappropriate for the age of the student.

**Access to Instructional Material  
by Parents and Guardians**

The Superintendent shall establish procedures that permit parents or guardians of students enrolled in the District to have advance access to the instructional materials, learning materials and activities currently used by, or being considered for use by, the District in accordance with the terms of this policy. A parent who objects to any learning material or activity on the basis that the material or activity is harmful, because of sexual content, violent content, or profane or vulgar language, may request to withdraw that student from the activity or from the class or program in which the material is used and request an alternative assignment.

The request by the parent or guardian must be in writing and must specify the materials that the parent or guardian wishes to review.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Such procedures shall make available at least one (1) copy of the materials for review by the parents or guardians. Printed textbooks, printed supplementary books, and printed subject-matter materials may be checked out from the District premises by parents or guardians for periods not to exceed forty-eight (48) hours. All other materials, including films, may be reviewed only on the District premises.

Parents or guardians will be notified when and where the instructional materials may be picked up or reviewed. Materials will be made available on a first-come, first-served basis.

Adopted: <-- z2AdoptionDate -->

**LEGAL REF.:**

A.R.S.

15-102

15-113

15-341

15-342

15-721 to 15-730

**CROSS REF.:**

ABA - Community Involvement in Education

IJND - Technology Resources

KB - Parental Involvement in Education

**IJJ ©  
TEXTBOOK / SUPPLEMENTARY  
MATERIALS  
SELECTION AND ADOPTION**

The Board will approve and adopt all new textbooks and supplementary books. The Superintendent shall establish textbook selection procedures that shall provide for the appropriate involvement of staff members, students, and community members. These procedures may provide for the establishment of textbook selection committees. Recommendations from textbook selection committees will be forwarded to the Superintendent.

Textbooks and supplementary books for common schools recommended by textbook selection committees will be placed on display in the District office for a period of at least sixty (60) days prior to the meeting at which the Board will consider their adoption.

Textbooks for high schools recommended by textbook selection committees will be placed on display in the District office for a period of at least sixty (60) days prior to the meeting at which the Board will consider their adoption. Information related to high school textbooks, which are proposed for approval, shall be placed on the District website.

In recommending books, the committees will strive for continuity of textbooks throughout the different grades and use the same book series in all classes of the same grade.

"Textbook" means printed instructional materials or digital content, or both, and related printed or nonprinted instructional materials, that are written and published primarily for use in school instruction and that are required by a state educational agency or a local educational agency for use by pupils in the classroom, including materials that require the availability of electronic equipment in order to be used as a learning resource.

### **Objectives of Selection**

It is the responsibility of the school textbook committees to:

- A. Recommend resources that will support and enrich the curriculum, taking into consideration the varied interests, abilities, learning styles, and maturity levels of students served.
- B. Recommend resources that will stimulate growth in factual knowledge, critical analysis of differing sides of issues, literary appreciation, aesthetic values, and recognition of various societal values.
- C. Place principle above personal opinion and reason above prejudice in the recommendation of resources of the highest quality in order to assure a comprehensive collection of resources appropriate for the complete education of all students.



The Superintendent will establish procedures for the purchase and distribution of all necessary textbooks, supplemental books, and other related instructional materials from the adopted list free of cost to students.

### **Removal of Textbooks/Supplementary Materials**

Textbook selection committees may recommend to the Superintendent that certain previously adopted textbooks or supplementary materials be deleted from the Board-approved list. Textbooks and supplementary materials will not be deleted without the approval of the Board.

### **Disposal of Learning Materials**

The Board authorizes the Superintendent to establish regulations for the disposal of surplus or outdated learning materials when it has been determined that the cost of selling such materials equals or exceeds estimated market value of the learning materials.

Adopted: <-- z2AdoptionDate -->

#### **LEGAL REF.:**

A.R.S.

15-203

15-342

15-721

15-722

15-726

#### **CROSS REF.:**

DN - School Properties Disposition

IJL - Library Materials Selection and Adoption

KEC - Public Concerns/Complaints about Instructional Resources

**IKE-RB ©**

**REGULATION**

**PROMOTION AND RETENTION  
OF STUDENTS**

**Competency Requirements  
for Promotion of Students  
from Third Grade**

The District shall identify each student who is at risk of reading below grade level in kindergarten and grades one (1), two (2), and three (3). The District shall provide an annual specific written notification to parents or guardians of students in kindergarten programs and first (1st), second (2nd) and third (3rd) grades that a student who obtains a score on the reading portion of the state-wide assessment that does not demonstrate sufficient reading skills as established by the Board will not be promoted from the third (3rd) grade.

If the student's school has determined that the student is substantially deficient in reading before the end of grade three (3), the District shall provide to the parent or guardian of that student a specific written notification of the reading deficiency that includes within three (3) weeks after identifying the reading deficiency. That notification shall include the following information:

- A. A Description of the student's specific individual needs.
- B. A description of the current reading services provided to the student.
- C. A description of the available supplemental instructional services and supporting programs that are designed to remediate reading deficiencies. The District shall offer more than one (1) evidence-based intervention strategy and more than one (1) remedial strategy developed by the State Board of Education for pupils with reading deficiencies. The notification shall list the intervention and remedial strategies offered and shall instruct the parent or guardian to choose, in consultation with the student's teacher, the most appropriate strategies that will be implemented for the student.
- D. Parental/guardian strategies to assist the student to attain reading proficiency.
- E. The frequency with which the school district or charter school will provide timely updates and information to the parent on the pupil's progress toward reading proficiency.
- F. A statement that the pupil will not be promoted from the third grade if the pupil obtains a score on the reading portion of the state-wide assessment that demonstrates the pupil is reading far below the third-grade level does not demonstrate sufficient reading skills, unless the pupil is exempt from mandatory retention in grade three or the pupil qualifies for an exemption.
- FG. A description of the District policies on midyear promotion to a higher grade.

**Note:** This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Competency requirements for the promotion of a student from the third (3rd) grade shall include the following:

A. The student shall not be promoted from the third (3rd) grade if the pupil obtains a score on the reading portion of the state-wide assessment required test that does not demonstrate sufficient reading skills as established by the Board, unless the student is exempt from mandated retention or the pupil qualifies for an exemption as determined by the Governing Board.

B. The Governing Board may promote from the third (3rd) grade a pupil who does not demonstrate sufficient reading skills if the pupil:

1. is an English learner or a limited proficient student as defined in section 15-751 and has had fewer than two (2) years of English language instruction.

2. is in the process of a special education referral or evaluation for placement in special education or a pupil who has been diagnosed as having a significant reading impairment, including dyslexia or is a child with a disability as defined in section 15-761 if the pupil's individualized education program team and the pupil's parent or guardian agree that promotion is appropriate based on the pupil's individualized education program. "Dyslexia" as defined in section 15-701 means a brain-based learning difference that impairs a person's ability to read and spell, that is independent of intelligence and that typically causes a person to read at levels lower than expected.

3. has demonstrated or subsequently demonstrates sufficient reading skills or adequate progress towards sufficient reading skills of the third-grade reading standards as evidenced through a collection of reading assessments approved by the State Board of Education, which includes an alternative standardized reading assessment approved by the State Board

4. receives intervention and remedial services during the summer or subsequent school year pursuant to those indicated below under "Intervention and Remedial Strategies Developed by the State Board of Education" and demonstrates sufficient progress based on guidelines issued pursuant to the description of the school district or charter school policies on midyear promotion to a higher grade.

C. The student has demonstrated reading proficiency on an alternate assessment approved by the State Board of Education (SBE).

A pupil may not be retained if data regarding the pupil's performance on the state-wide assessment is not available before the end of the current academic year. A pupil who is not retained due to the unavailability of test data must receive evidence-based intervention and remedial strategies as in the section immediately below if the third-grade assessment data subsequently does not demonstrate sufficient reading skills.

***Intervention and Remedial Strategies Developed by  
the State Board of Education (SBE) for Students  
Who Are Not Promoted from the Third Grade***

The Governing Board shall offer more than one (1) of the intervention and remedial strategies developed by the SBE. The parent or guardian of a student not promoted from the third (3rd) grade and the student's teacher(s) and principal may choose the most appropriate intervention and remedial strategies that will be provided to that student. The intervention and remedial strategies developed by the SBE shall include:

- A. A requirement the student be assigned for evidence-based reading instruction by a different teacher who was designated in that teacher's most recent performance evaluation in one (1) of the top two (2) performance classifications pursuant to section 15-203.
- B. Summer school reading instruction.
- C. Intensive reading instruction in the next academic year that occurs before, during, or after the regular school day, or any combination of before, during and after the regular school day.
- D. Small group and teacher-led evidence-based reading instruction, which may include computer-based or online reading instruction.
- E. A requirement that a school district governing board or charter school governing body that promotes a pupil pursuant to the above provide annual reporting to the Department of Education on or before October 1 that includes information on the total number of pupils subject to the retention provisions of Policy IKE and this regulation, the total number of students promoted pursuant to Policy IKE and this regulation, the total number of pupils retained in grade three (3) and the interventions administered.

The intervention and remedial strategies developed by the SBE shall also:

- A. Provide for universal screening of pupils in preschool programs, kindergarten programs and grades one (1) through three (3) that is designed to identify students who have reading deficiencies in accordance with A.R.S. 15-704.
- B. Develop interventions and remedial strategies for pupils in kindergarten programs and grades one (1) through three (3) who are identified as having reading deficiencies pursuant to section 15-704.