

FREDONIA-MOCCASIN UNIFIED SCHOOL DISTRICT
Work / Special Meeting Agenda
Media Center
May 25, 2022, 5:00 p.m.

Pursuant to Arizona Revised Statutes (A.R.S.) 38-431.02, notice is hereby given to the members of the Fredonia-Moccasin Unified School District and to the public that the Board will hold a meeting, open to the public, as specified below. The Board reserves the right to change the order of items on the agenda, with the exception of public hearings. One or more Board members may participate telephonically.

The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. 38-431.03

Work Meeting

1. Prayer
2. Call to order
3. Pledge of Allegiance
4. Adoption of the agenda
5. Discuss core values board members have gathered from the community in supporting the district's mission statement "Educating and Empowering Each Student with Family and Community Support"
6. Adjournment

Special Board Meeting

1. Adoption of the agenda
2. Determine the initial number of school council members based on Policy CFD School-Based Management and Arizona Revised Statute 15-351 Decentralization Process
3. Agreement for students attending Fredonia-Moccasin USD's summer camp.
4. Adjournment

CFD ©

SCHOOL - BASED MANAGEMENT

(School Councils)

The District, having only one (1) school or fewer than six hundred (600) students, is not required under Arizona statutes to have a program of school-based management as outlined in Arizona statutes, and the Governing Board elects not to have such a program.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-351

15-352

15-353

43-1089.01

CROSS REF.:

BDD - Board-Superintendent Relationship

CCB - Line and Staff Relations

15-351. School councils; duties; membership

A. The purpose of this section is to ensure that individuals who are affected by the outcome of a decision at the school site share in the decision making process.

B. Each school shall establish a school council. A governing board may delegate to a school council the responsibility to develop a curriculum and may delegate any additional powers that are reasonably necessary to accomplish decentralization. The school council shall take into consideration the ethnic composition of the local community and, except as provided in section 15-352, shall consist of the following members:

1. Parents or guardians of pupils enrolled in the school. A parent or guardian who is employed by the school district may serve as a member of the school council if the parent or guardian is not employed at the same school where the parent or guardian's child is enrolled.

2. Teachers.

3. Noncertified employees.

4. Community members.

5. Pupils, if the school is a high school.

6. The principal of the school.

C. Each group specified in subsection B of this section shall select its school council appointees and shall submit the names of its respective representatives to the principal. The initial representatives shall be selected at public meetings held at the school site, and, thereafter, representatives shall be selected by their groups in the manner determined by the school council. Schools shall give notice of the public meeting where the initial representatives of the groups shall be selected, clearly stating its purpose, time and place. The notice shall be posted in at least three different locations at the school site and in the community and shall be given to pupils for delivery to their parents or guardians.

D. The governing board shall determine the initial number of school council members. Thereafter, the school council shall determine the number. The number of teachers and parents or guardians of pupils enrolled at the school shall be equal. Teachers and parents or guardians of pupils enrolled at the school shall constitute a majority of the school council members.

E. The school council shall adopt written guidelines that specify the number of school council members and the methods for the selection of school council members.

F. The principal shall serve as chairman of the school council unless another person is elected by a majority of the school council members.

**GRANT AGREEMENT
NO. [CONTRACT NUMBER]**

Between the

**STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR**

And the

[ORGANIZATION NAME]

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona. The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this agreement is 21.027.

WHEREAS, this agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the State of Arizona, Office of the Governor (“GVA”) shall provide funding to the [organization name] (“Grantee”) with Data Universal Numbering System (DUNS) of [DUNS number] for services rendered under the terms of this Grant Agreement (“Agreement”).

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”), specifically the Coronavirus State and Local Fiscal Recovery Fund, to Grantee to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category [3.5 Education Assistance: Other].

Under this Agreement, Grantee’s services must be provided in compliance with the rules of the ARPA. The most current published rules can be found at: Treasury’s Interim Final Rule; <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective [start date] and shall terminate on [end date], contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The Arizona Office of the Governor agrees that should this early termination provision be utilized, the Grantee may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of early termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

Grantee shall:

- A. Administer [summer camp] services in accordance with Attachment A – Project Proposal incorporated into the agreement in its entirety.
- B. Maintain a tracking of total expenditures and report to GVA on metrics to be established through discussion between Grantee and GVA as additional ARPA guidance becomes available.

IV. MANNER OF FINANCING

The Arizona Office of the Governor shall:

- A. Provide to Grantee a total award amount of up to [total contract amount] for activities outlined in Section III.
- B. Transfer [seed funding amount] to Grantee upon execution of this agreement.
- C. Transfer additional funding to Grantee upon receipt of valid invoices for reimbursement as the project is executed. Any unused funding pursuant to this agreement at the termination date shall be transferred back to the Office of the Governor and the remaining balance of the award de-obligated.
- D. The CFDA/Assistance Listing is 21.027 for all activity associated with this agreement. As part of receiving these funds, all revenue received must remain in a singular dedicated fund and all expenditures made must be directly from the same.
- E. Questions regarding the appropriate use of the funds shall be resolved by mutual written agreement between Grantee and GVA.

Grantee shall:

- A. Submit requests for reimbursement (invoices) for actual expenses incurred by the program. Grantee shall submit these requests for reimbursement at a minimum of monthly but not more frequently than once per week.
- B. Not charge any PTO or other Leave expenses accrued prior to the grant period or prior period time record adjustments if they relate to payroll from prior to the grant period.
- C. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.

V. REPORTING REQUIREMENTS

Grantee shall submit XXX programmatic reports to the Office of the Governor for all expenditures incurred under this Agreement. The report deadlines are.....

Programmatic reports shall include progress on the following metrics:

- A. [metrics]

The format for these reports will be developed by the Office of the Governor with input and agreement from Grantee to ensure proper reporting of quantifiable impact metrics as required under Federal guidance.

VI. APPLICABLE LAW

In accordance with A.R.S. § 41-2501, *et seq.*, and Arizona Administrative Code R2-7-101, *et seq.*, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to the Arizona Office of the Governor in the event this provision is exercised, and the Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

IX. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%20Rev%207-1-2013%29.pdf. The Grantee warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

X. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the Arizona Office of the Governor at reasonable times. Upon request, Grantee shall produce the original of any or all such records.

XI. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the Arizona Office of the Governor may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Arizona Office of the Governor, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

**XII. LIABILITY
INDEMNIFICATION CLAUSE**

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS

Grantee and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Contract by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Grantee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or nonowned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to each Grantee or subcontractor that is exempt under A.R.S. § 23-901, and when such Grantee or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” This coverage may be sub-limited to no less than \$500,000.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E). Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

ACCEPTABILITY OF INSURERS

Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

VERIFICATION OF COVERAGE

Grantee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS

Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.

APPROVAL AND MODIFICATIONS

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS

In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XIII. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XIV. DUNS/CCR

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

XV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVI. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XVII. NOTICES

Grantee shall address all notices relative to this Agreement to the Arizona Office of the Governor to:

Rosa Ellis

