

**SUB-GRANT AGREEMENT FOR  
ARIZONA DEPARTMENT OF EDUCATION TITLE I, PART D, GRANT FUNDING  
BETWEEN YAVAPAI COUNTY AND PRESCOTT UNIFIED SCHOOL DISTRICT No. 1**

This Sub-Grant Agreement for Arizona Department of Education Title I, Part D, Grant funding (hereinafter referred to as this “Agreement”) is made and entered into by and between Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as “YAVAPAI”), and Prescott Unified School District No. 1 (hereinafter referred to as “PRESCOTT UNIFIED”). YAVAPAI and PRESCOTT UNIFIED may each be referred individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, YAVAPAI, through the Yavapai County School Superintendent, is designated as a local education agency pursuant to A.R.S. § 15-301(c); and,

**WHEREAS**, YAVAPAI has youth who reside in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and,

**WHEREAS**, PRESCOTT UNIFIED has applied for Arizona Department of Education (“ADE”) Title I, Part D, grant funding to enable it to award a sub-grant to YAVAPAI, as a local education agency, that has youth who reside in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and,

**WHEREAS**, YAVAPAI and PRESCOTT UNIFIED wish to enter into this Agreement to address the academic and support needs of at-risk children and youth; and,

**WHEREAS**, PRESCOTT UNIFIED desires to provide ADE Title I, Part D, grant funding to YAVAPAI as outlined in this Agreement; and,

**WHEREAS**, PRESCOTT UNIFIED seeks to support education services at the Yavapai County Youth Justice Center (Detention) in Yavapai County, Arizona, by using ADE Title I, Part D, grant funding in accordance with this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Duration/Term.** This Agreement’s term is for 1 year and shall be effective from July 1, 2025, through June 30, 2026 (“FY 2025-26”). The Parties, by mutual written agreement, may extend this Agreement at any time.

## **2. Termination.**

- 2.1 Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 2.2 Termination for Convenience/Termination Without Cause.** Either Party may terminate this Agreement with thirty (30) days written notice specifying the termination date.
- 2.3 Termination for Breach.** In the event of a material breach, default, or violation of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging such breach.
- 2.4 Immediate Termination by YAVAPAI.** This Agreement may be terminated prior to its expiration, at the election of YAVAPAI, without penalty or prejudice to YAVAPAI, immediately upon written notice by YAVAPAI to PRESCOTT UNIFIED upon the occurrence of the following events:
  - 2.4.1** Governmental emergency action that lasts for more than fourteen (14) days that makes it impracticable for YAVAPAI to perform its obligations under this Agreement;
  - 2.4.2** Changes to applicable laws and regulations that make it impracticable for YAVAPAI to perform its obligations under this Agreement; or
  - 2.4.3** Any event or action that makes it impracticable for YAVAPAI to perform its obligations under this Agreement.
- 2.5 Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 2.6** Any termination or cancellation of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

## **3. YAVAPAI Duties and Obligations.** Under this Agreement, YAVAPAI shall:

- 3.1** Provide services to meet the transitional and academic needs of students returning to local educational agencies or alternative education programs from the Yavapai County Juvenile Detention Center.
- 3.2** Provide invoices and supporting documentation of grant approved expenditures for reimbursement purposes. The grant requirements are incorporated herein as "Exhibit

A: Assurances for ESEA Title I”.

- 3.3 Report to PRESCOTT UNIFIED and provide data, including ADE required data elements and any future ADE required data elements which may be imposed after the date of this Agreement, to PRESCOTT UNIFIED.
  - 3.4 Provide information, records, and reports reasonably requested by PRESCOTT UNIFIED.
  - 3.5 Maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.
  - 3.6 Retain materials and records to fulfill the obligations of this Agreement.
  - 3.7 Comply with all performance and reporting requirements, including any performance and reporting requirements which may be imposed after the date of this Agreement.
  - 3.8 Cooperate with PRESCOTT UNIFIED until all reporting requirements have been met.
  - 3.9 Acknowledge and agree that the duty to cooperate with PRESCOTT UNIFIED until all reporting requirements have been met shall survive expiration or termination of this Agreement.
  - 3.10 Agree to reimburse PRESCOTT UNIFIED for any disallowed expenditures under the terms of the grant (Exhibit A).
4. **PRESCOTT UNIFIED Duties and Obligations.** Under this Agreement, PRESCOTT UNIFIED shall:
- 4.1 Complete the Title I, Part D, grant in Grants Management Enterprise (“GME”) system with the assistance and input of Prescott Lakes Parkway School staff.
  - 4.2 Submit reimbursements from the Title I, Part D, grant.
  - 4.3 Transfer grant funds to YAVAPAI after payment of grant funds are received from ADE.
  - 4.4 Gather from YAVAPAI data, including ADE required data elements and any future ADE required data elements which may be imposed after the date of this Agreement, to compile and submit data and reports to ADE with the assistance and input of YAVAPAI.
  - 4.5 Maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.

- 4.6 Comply with all performance and reporting requirements, including any performance and reporting requirements which may be imposed after the date of this Agreement.
- 4.7 Cooperate with YAVAPAI until all reporting requirements have been met.
- 4.8 Acknowledge and agree that the duty to cooperate with YAVAPAI until all reporting requirements have been met shall survive expiration or termination of this Agreement.
- 4.9 PRESCOTT UNIFIED shall fully comply with all applicable grant rules and regulations and all other applicable federal and state laws. PRESCOTT UNIFIED certifies and warrants all information provided to YAVAPAI and certifies and warrants all information provided in the grant application and management process.
- 4.10 PRESCOTT UNIFIED shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.
5. **Non-appropriation of Funds.** The Parties recognize and acknowledge that PRESCOTT UNIFIED is a governmental entity and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of PRESCOTT UNIFIED's obligations under this Agreement, then PRESCOTT UNIFIED shall notify YAVAPAI in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to PRESCOTT UNIFIED, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement. If PRESCOTT UNIFIED's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement.
6. **Force Majeure.** Except for the duty to pay contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement.

7. **Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
8. **Indemnification.** To the fullest extent permitted by law, PRESCOTT UNIFIED (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel (hereinafter collectively referred to as “Indemnatee”) without limitation from and against any and all claims, actions, damages, losses, liabilities, fees, fines, or expenses (including, but not limited to, attorney fees, court costs, and costs of claim processing, investigation, litigation, and appellate proceedings) (hereinafter referred to as “CLAIMS”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of PRESCOTT UNIFIED or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of PRESCOTT UNIFIED to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that PRESCOTT UNIFIED will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. PRESCOTT UNIFIED shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of PRESCOTT UNIFIED or anyone directly or indirectly employed by PRESCOTT UNIFIED or anyone for whose acts PRESCOTT UNIFIED may be liable. Prescott Unified agrees to waive all rights of subrogation against the YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount, and type required herein to be maintained by PRESCOTT UNIFIED shall in no way be construed as limiting the scope of this Indemnity.

9. **Limitation of Liability.** To the fullest extent permitted by law, PRESCOTT UNIFIED agrees that the liability of YAVAPAI, its departments, officers, officials, agents, employees, volunteers, and grant management personnel in connection with services hereunder to School District and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YAVAPAI, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by PRESCOTT UNIFIED to YAVAPAI for services rendered by YAVAPAI under this Agreement.
10. **Retention and Inspection of Records.** Pursuant to A.R.S. § 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five (5) years after completion of this Agreement, and all financial records shall be retained for a period of seven (7) years. All records, including financial records, shall be subject to inspection and audit at reasonable times. Upon request of either Party, the other Party shall produce the original of any or all such

records at the offices of the requesting Party.

- 11. Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

**If to PRESCOTT UNIFIED to:**

Prescott Unified School District No. 1

Attn: Clark Tenney

300 E. Gurley St.

Prescott, AZ 86301

**If to YAVAPAI to:**

Steve King, Yavapai County School Superintendent

2970 Centerpointe East Drive

Prescott, AZ 86301

The Parties shall have the right from time to time to change the place notice is to be given in accordance with this paragraph by written notice thereof to the other Party.

- 12. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
- 13. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against PRESCOTT UNIFIED or YAVAPAI. This Agreement is not intended to benefit any third party.
- 14. Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 15. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 16. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply

with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.

- 17. Non-discrimination.** The Parties shall comply with Arizona State Executive Orders 2009-09, and 2023-01, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
- 18. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 19. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 20. Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 21. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in

any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect Contractor's obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.

- 23. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If PRESCOTT UNIFIED and YAVAPAI are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.
- 24. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 25. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 26. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 27. Parol 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 terms used in this Agreement.
- 28. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.
- 29. Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall

not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**30. Entire Agreement.** This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

**31. Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**32. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

## APPROVALS

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

**PRESCOTT UNIFIED:** Prescott Unified School District No. 1

\_\_\_\_\_  
Signature of Authorized Agent

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

\_\_\_\_\_  
Printed Name and Title

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to PRESCOTT UNIFIED.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name and Title/Law Firm Name

**YAVAPAI:** Yavapai County through the Yavapai County School Superintendent

\_\_\_\_\_  
Steve King  
Yavapai County School Superintendent

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

**APPROVED BY:**

\_\_\_\_\_  
Mary Mallory, Chair  
Yavapai County Board of Supervisors

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

**ATTEST:**

\_\_\_\_\_  
Jayme Rush, Clerk of the Board  
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to YAVAPAI.

\_\_\_\_\_  
Colby Morris  
Deputy Yavapai County Attorney

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

**EXHIBIT A**

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# ARIZONA DEPARTMENT OF EDUCATION

By signing this page, I as the Entity Authorized Signer, attest that on behalf of the LEA have read and understand the obligations of all of the assurance statements within each section of this Grant Assurance document.

**INSTRUCTIONS:** Please download the full document, sign, and upload the signed assurance in the LEA's Document Library.

## Section A: Assurances for ESEA Title I, Part A

The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title I, Part A, the LEA will:

### **A-1 PLAN DEVELOPMENT**

LEA plans must be developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (if applicable), administrators, other appropriate school personnel, and with parents; and as appropriate, is coordinated with other programs such as IDEA, CTE, WIOA, Head Start, McKinney-Vento, the Adult Education and Family Literacy Act, and other Acts as appropriate. Section 1112(A)(B)

### **A-2 PLAN REVIEW**

Each LEA plan shall periodically review and, as necessary, revise its plan to ensure that all children receive a high-quality education, and to close the achievement gap between children meeting the challenging State academic standards and those children who are not meeting such standards. Section 1112(a)(5)

### **A-3 LEA FAMILY ENGAGEMENT**

The LEA plan must outline the LEA's strategy to implement effective parent and family engagement under Section 1116. Section 1112(b)(7)

### **A-4 LEA TRANSITION PLANS**

The LEA plan must include how the LEA will support, coordinate, and integrate services with early childhood education programs, middle school program, or program into high school and beyond. 1112(b)(8)

**A-5 PLAN FOR SCHOOLS RUNNING TARGETED PROGRAMS**

Schools running a targeted program, must include in the school plan, how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, will identify the eligible children most in need of services as well as how students will exit the program. 1112(b)(9)

**A-6 PARTICIPATE IN NAEP**

Participate, if selected, in the State National Assessment of Educational Progress carried out under Section 303(b)(3) of the National Education Statistics Act (20 U.S.C. 9622(b)(3)). Section 1112(c)(3)

**A-7 INTEGRATE PROGRAMMING**

Coordinate and integrate Title I, Part A services with other educational services at the district or school level, such as services for English learners, children with disabilities, migratory children, American Indian, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. 1112(c)(4)

**A-8 ENSURE THE EDUCATIONAL STABILITY OF CHILDREN IN FOSTER CARE AND STUDENTS EXPERIENCING HOMELESSNESS**

a) designate a point of contact if the corresponding child welfare agency notifies the local educational agency, in writing, that the agency has designated an employee to serve as a point of contact for the local educational agency; and

b) have clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care. 1112(c)(5)

**A-9 COMPLY WITH QUALIFICATION REQUIREMENTS FOR EDUCATORS**

Ensure that all teachers and paraprofessionals working in a program supported with Title I, Part A funds meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. Section 1112(c)(6)

**A-10 PROVIDE TIMELY NOTIFICATIONS TO PARENTS/GUARDIANS**

a) Ensure that Title I, Part A schools or the LEA will, in a timely manner, notify parents/guardians that they may request information on the qualifications of their children's teachers including: (Section 1112(e)(A))

- a. Whether the teacher has met State qualification and licensing for the grade/subject
- b. Whether the teacher is teaching under emergency or other provisional status
- c. Whether the teacher is teaching in the field of discipline of the certification of the teacher
- d. Whether services are provided by a paraprofessional and their qualifications

b) Schools must provide parents with: (Section 1112(e)(B))

- a. Information on the level of achievement and academic growth of the student and if applicable on the State assessment
- b. Timely notice that the student has been taught for four or more consecutive weeks by a teacher who does not have appropriate State certification requirements

c) Parents may request and the LEA will provide: (Section 1112(e)(2))

- a. Information regarding any State or LEA policy regarding student participation in any assessments mandated by section and by the State or LEA, which shall include a policy, procedure, or parental right to opt the child out
- b. Make available on the LEA website, and where practicable, on each school's website make the following assessment information available: each assessment required by the State to comply with Section 1111 by grade level, the purpose, subject, source for more information, schedule for assessment, amount of time students will spend taking assessments, and when to expect results
- c. Inform parents of an English learner identified for participation or participating in a language instruction program no later than 30 days after the first day of school
- d. Information must be understandable, in a uniform format, and to the extent practicable, provided in a language that the parents can understand.

#### **A-11 FUND SCHOOLS IN ELIGIBLE ATTENDANCE AREAS ONLY**

The LEA will use the same measure of poverty to fund only schools in eligible attendance areas following rank and serve rules. Section 1113(1)(a).

- a) Schools with 75% poverty and greater must be funded
- b) Exception to rank and serve: schools with 1000 students or less
- c) Special Rule: If an LEA chooses to fund any attendance area or school with a poverty level below 35%, then the per-pupil amounts allocated to all its participating schools must be at least 125 percent of the per-pupil amount the LEA receives for that year under Title I, Part A. Section 1113(c)(2)

#### **A-12 LEA RESERVATION OF FUNDS**

- a) The LEA shall reserve such Title I, Part A funds as are necessary to provide services comparable to those services provided to children in Title I, Part A campuses in order to serve
  - 1.) Homeless children and youth, including providing educationally related support services to children in shelters and other locations where children may live;
  - 2.) Children in local institutions for neglected children; and

- 3.) If appropriate, children in local institutions for delinquent children, and neglected or delinquent children in community day programs.
- b) The LEA may reserve up to 5 percent to provide financial incentives and rewards to teachers who serve in schools that are eligible for Title I, Part A, and that have been identified for comprehensive or targeted support and improvement activities for the purpose of attracting and retaining qualified and effective teachers. Section 1113(c)(4)
- c) The LEA may reserve funds to provide early childhood education programs for eligible children. Section 1113(c)(5)

#### **A-13 USE OF FUNDS FOR SCHOOL-WIDE PROGRAMS**

In order to upgrade the entire educational program, an LEA may run a school-wide program if the school meets a threshold of 40% poverty or greater. Section 1114(A)

#### **A-14 TARGETED ASSISTANCE PROGRAMS**

Use resources to help eligible children meet challenging State academic standards, provide professional development to staff, increase parent involvement, coordinate and integrate other programs, provide high quality curriculum, minimize the removal of children from the regular classroom during regular school hours, and on a regular basis review the progress of eligible students and revise the targeted assistance program. Section 1115(b)

#### **A-15 IMPLEMENT AN LEA PARENT AND FAMILY ENGAGEMENT POLICY**

- a) Each LEA shall develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy that describes how the LEA will involve families in the development of the Integrated Action Plans under Section 1112 and 111(d), planning effective parent engagement, coordinate and integrate other State, Federal, and local programs, address barriers to participation, and the evaluation of such plan. Section 1116(a)
- b) LEAs must reserve at least 1% of its allocation, 90% of which must be distributed to schools and parent input must be provided on the use of these funds.

#### **A-16 IMPLEMENT SCHOOL PARENT AND FAMILY ENGAGEMENT POLICY**

- a) Each school shall develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy that describes how the school will involve families in the development of the Integrated Action Plans under Section 1112 and 111(d), and the parent engagement policy, planning effective parent engagement, coordinate and integrate other State, Federal, and local programs, address barriers to participation, and the evaluation of such plan. Section 1116(b)
- b) Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand, and the policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- c) Each school must hold an annual meeting at a convenient time, to inform parents of the participation of Title I, Part A, the requirements involved, and their right to be involved, a description of the curriculum, assessments, performance levels needed to meet State proficiency, and if the school is in school improvement and the plan if so.
- d) Each school shall jointly develop a school-parent compact outlining how parents, the entire staff, and students share the responsibility for improved academic achievement and shall include
  - 1.) The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment
  - 2.) The ways in which each parent will be responsible for supporting their children's learning
  - 3.) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum parent-teacher conferences, frequent reports to parents on student progress, reasonable access to staff, opportunities to be involved and active on campus, classroom observations/activities, ensuring two-way communication
  - 4.) To the extent practicable, provided in a language the parents can understand

**A-17 CONSULT WITH PRIVATE SCHOOLS ON EQUITABLE SERVICE PROVISIONS**

After timely and meaningful consultation with appropriate private school officials, ensure that teachers and families of the children of participating private schools, on an equitable basis, receive services and activities that are equitable in comparison, address and meet their needs. Section 1117(A)(1)

**A-18 MAINTENANCE OF EFFORT**

Maintain the district's fiscal effort from year-to-year per the student or the aggregate expenditures with respect to the preceding fiscal year was not less than 90 percent of the fiscal effort or aggregate expenditures for the second preceding fiscal year. Section 1118(a)

**A-19 USE FEDERAL FUNDS ONLY TO SUPPLEMENT, NOT SUPPLANT, OTHER RESOURCES**

Use federal funds received under this part only to supplement the funds that would, in the absence of such federal funds, be made available from non-federal sources for the education of students participating in programs assisted under this part, and not to supplant such funds. Section 1118(b)

**A-20 MEET COMPARABILITY OF SERVICES REQUIREMENTS**

Services in Title I schools must be at least comparable to services in schools that are not Title I and LEAs that fund all schools, must ensure that services in all schools are substantially comparable. Section 1118(c)

- a) a district-wide salary schedule;
- b) a policy to ensure equivalence among schools in teachers, administrators, and other staff; and

- c) a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

**A-21 COORDINATION WITH HEAD START & EARLY CHILDHOOD PROGRAMS**

Establish channels of communication with Head Start and if feasible, other early childhood education programs to facilitate the coordination of programs, conduct meetings, discuss developmental needs, organize joint transition-related training, and link agencies. Section 1119(a)

**A-22 CARRYOVER LIMITATION**

Notwithstanding Section 421(b) of the General Education Provisions Act or any other provision of law, not more than 15 percent of the Title I, Part A funds allocated to an LEA for any fiscal year may remain available for obligation by the LEA for one additional fiscal year. This does not include funds received through any reallocation. Section 1127(a)

- a) Waiver: once every 3 years, the SEA may waive the 15% limitation
- b) Exclusion: the 15% limitation does not apply to any LEA receiving less than \$50,000

<b>Section B: Assurances for ESEA Title I, Part C</b>
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The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title I, Part C, the LEA will:

**B-1 GENERAL COMPLIANCE**

All LEA Title I, Part C, programs and projects are implemented in compliance with all applicable statutory and regulatory provisions pertaining to the Migrant Education Program.

**B-2 REPORTING**

For each required activity, the LEA will make reports to the SEA, in the manner requested, so that the ADE can perform its duties under Title I, Part C, including collecting and reviewing information related to fiscal accountability and reviewing the educational achievement of students participating in programs conducted under Title I, Part C. The grant recipient is responsible for keeping records that the ADE may request and use to verify correctness and accuracy of information submitted.

**B-3 SUPPLEMENT NOT SUPPLANT**

The LEA ensures that Title I-C funds shall be used to supplement, and not supplant, non-Federal funds that would otherwise be used for activities authorized for Title I-C. Section 2301.

**B-4 USE OF FUNDS**

All Migrant Education Program funded supplies, materials, and equipment are used only for MEP activities and to benefit the MEP students. Section 1304(c)(1)

## Section C: Assurances for ESEA Title I, Part D, Subpart 2

The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title I, Part D, the LEA will:

### **C-1 COLLABORATION AND PROGRAM DESCRIPTION**

LEAs must collaborate with locally operated neglected and delinquent facilities. Section 1423

- a) Description of the program
- b) Description of formal agreements between the LEA and correctional facilities and alternative school programs, including Secretary of the Interior and Indian tribes
- c) Description of coordination with facilities working with delinquent children and youth ensuring their participation in comparable local school education programs
- d) Description of programs to facilitate successful transition of children and youth returning from correctional facilities and types of services offered
- e) Description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth returning from correctional facilities. Describe how the LEA will coordinate existing education programs to meet unique educational needs of children and youth
- f) Description of how the LEA will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities - including prenatal health care and nutrition services, parenting and child development classes, childcare, targeted reentry and outreach program, referrals to community resources, and flexibility
- g) Description of partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities – i.e., credit-bearing coursework, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services
- h) Description of how the program will involve parents and family members to prove the educational achievement of their children, assist in dropout prevention activities and prevent the involvement in delinquent activities
- i) Description of coordination with other Federal, State, and local programs, i.e., Title I-D of the Workforce Innovation and Opportunity Act and career and technical education programs. 10. Provide a description of coordination with Juvenile Justice and Delinquency Prevention Act of 1974, if applicable
- j) Description of coordination and collaboration with probation officers to assist children and youth
- k) Description of efforts to ensure correctional facilities are aware of the child's existing individualized education program

- l) Description of steps the LEA will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public-school program

## **C-2 USE OF FUNDS**

All Title I, Part D funded supplies, materials, and equipment are used only for Title I, Part D activities and to benefit the Title I, Part D program such as (Section 1424(a))

- a) Programs that serve children and youth returning to local schools from correctional facilities and assist in the transition;
- b) Dropout prevention programs serving at-risk children and youth;
- c) Coordination of health and social services for youth to improve likelihood of youth completing education;
- d) Special programs to meet unique academic needs, including career and technical education, special education, career counseling, curriculum-based youth entrepreneurship education, and financial aid assistance for postsecondary education;
- e) Mentoring and peer mediation programs;
- f) At-risk Indian children and youth in correctional facilities in LEA's served area operated by the Secretary of the Interior or Indian tribes; and
- g) Pay for success initiatives

## **C-3 CORRECTIONAL FACILITIES AND LEA AGREEMENTS**

- a) Ensure educational programs are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act;
- b) Notify LEA if the child or youth is identified as in need of special education services while in the correctional facility;
- c) Provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- d) Provide support programs that encourage children and youth who have dropped out of school to reenter school and attain a regular high school diploma or provide children and youth with the skills necessary to gain employment or seek a regular high school diploma or high school equivalency certificate;
- e) Ensure correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities;

- f) Ensure educational programs are related to assisting students to meet the challenging State academic standards;
- g) Use technology to assist in coordinating educational programs between the correctional facility and the community school;
- h) Involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of delinquent activities;
- i) Coordinate funds with other local, State, and Federal funds available to provide services - i.e., Title I of the Workforce Innovation and Opportunity Act, and career and technical education funds;
- j) Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974, if applicable;
- k) Work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;
- l) Work with the child's or youth's family members and the LEA that most recently provided services to the child or youth to ensure relevant and appropriate academic records and plans are shared jointly; and
- m) Consult with the LEA for a period jointly determined necessary by the correctional facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

#### **C-4 EVALUATE PROGRAM ACTIVITIES**

The LEA must evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate. Section 1431

#### **C-5 RETAIN FISCAL CONTROLS**

The LEA must use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.

#### **C-6 SUPPLEMENT, NOT SUPPLANT**

The LEA ensures that Title I, Part D funds shall be used to supplement, and not supplant, non-Federal funds that would otherwise be used for activities authorized for Title I, Part D. Section 2301

<b>Section D: Assurances for ESEA Title II, Part A</b>
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The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title II, Part A, the LEA will:

**D-1 CONDUCT MEANINGFUL CONSULTATION**

The LEA must meaningfully consult with teachers, principals, other school leaders, paraprofessionals, support personnel, charter school leaders as applicable, parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities relevant to the Title II-A program on development of Title II-A funded activities. Section 2102(b)(3).

**D-2 USE OF FUNDS**

LEAs must use Title II, Part A, funds to implement allowable activities specifically authorized in statute such as (Section 2103(a))

- a) Developing or improving a rigorous, transparent, and fair evaluation and support system for teachers, principals, or other school leaders;
- b) Developing and implementing initiatives to assist in recruiting, hiring, and retaining effective teachers in high need schools;
- c) Recruiting qualified individuals from other fields to become teachers, principals, or other school leaders;
- d) Reducing class size to a level that is evidence based and used to improve student achievement through the recruiting and hiring of additional effective teachers;
- e) Providing high-quality, personalized professional development that is evidence-based for teachers, instructional leadership teams, principals, or other school leaders, that is focused on improving teaching and student learning and achievement;
- f) Developing programs and activities that increase the ability of teachers to effectively teach children with disabilities, including children with significant cognitive disabilities and English learners;
- g) Providing programs and activities to increase the knowledge base of teachers, principals, or other school leaders on instruction in the early grades and on strategies to measure whether young children (through age 8) are progressing;
- h) Providing training, technical assistance, and capacity-building to assist teachers, principals, or other school leaders with the selection, design and data analysis of assessments as tied to improving student instruction and academic achievement;
- i) Carrying out in-service training for school personnel to meet the mental health needs of students;
- j) Providing training to support the identification of students who are gifted and talented;
- k) Supporting the instructional services provided by effective school library programs;
- l) Providing training for all school personnel regarding how to prevent and recognize child sexual abuse;

- m) Developing and providing professional development and other comprehensive systems of support to promote high-quality instruction and instructional leadership in science, technology, engineering, and mathematics (STEM) subjects;
- n) Developing feedback mechanisms to improve school working conditions;
- o) Providing high-quality professional development on effective strategies to integrate rigorous academic content, career and technical education, and work-based learning (if appropriate); and
- p) Carrying out other activities that are evidence-based.

**D-3 ENSURE PRIVATE SCHOOL PARTICIPATION**

Comply with ESSA, Title VIII, section 8501 regarding equitable participation of private school teachers in professional development activities. Provide for the equitable participation of private school teachers and other educational personnel in private schools and engage in meaningful consultation with private school officials during the design and development of their Title II, Part A programs.

**D-6 SUPPLEMENT, NOT SUPPLANT**

The LEA ensures that Title II-A funds shall be used to supplement, and not supplant, non-Federal funds that would otherwise be used for activities authorized for Title II-A. Section 2301

<b>Section E: Assurances for ESEA Title III, Part A</b>
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The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title III, Part A, the LEA will:

**E-1 MEET THE PURPOSE**

The LEA must meet the purpose of Title III, Part A, which is to provide supplemental resources to help ensure that children who are English learners, including immigrant children and youth, attain English proficiency at high levels in academic subjects and can meet the same challenging State academic standards that all children are expected to meet. Section 3115(a)

**E-2 ADMINISTRATIVE EXPENSE**

The LEA may not use more than 2% of the Title III, Part A allocation for the cost of administering the grant. Section 3115(b)

**E-3 USE OF FUND**

The LEA must use the funds to (Section 3115(c))

- a) Increase the English proficiency of English learners by providing effective language-instruction educational programs that meet the needs of English learners and demonstrate success in increasing English proficiency and student academic achievement

- b) Provide effective professional development to classroom teachers (including non-EL teachers), principals and other school leaders, administrators, and other school or community-based organizational personnel, that is
  - a. Designed to improve the instruction and assessment of English learners
  - b. Designed to enhance the ability of such teachers, principals and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners
  - c. Effective in increasing children's English proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers
  - d. Of sufficient intensity and duration to have a positive and lasting impact on the teachers' performance in the classroom
- c) Provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for English learners that meet the following:
  - a. Shall include parent, family, and community engagement activities
  - b. May include strategies that serve to coordinate and align related programs

### **E-3 SUPPLEMENT NOT SUPPLANT**

Title III, Part A must Federal, State, and local public funds that, in the absence of such availability, would have been expended for programs for English learners and immigrant children and youth and in no case to supplant such Federal, State, and local public funds. Section 3115(g)

### **E-4 LEA PLAN**

The LEA must include in the District Integrated Action Plan the following relevant to Title III, Part A funding: (Section 3116(b))

- a) The effective programs and activities, including language instruction to be developed, implemented and administered
- b) Description of how the LEA will ensure schools assist English learners in achieving proficiency on the AZELLA, and in meeting the State challenging academic standards
- c) Description of how the LEA will promote parent and family engagement
- d) Maintain assurances that the LEA will comply with section 1112(e), not violate any State or constitutional law regarding English learners consistent with sections 3125 and 3126, the LEA consulted with teachers, researchers, school administrators, parents and family members, community members, public or private entities, and institutions of higher education, in developing and implementing the plan, and if applicable coordinate and share activities with Head Start and Early Head Start agencies.

**E-5 TEACHERS OF ENGLISH LEARNERS ARE FLUENT**

LEAs must certify that all teachers funded using Title III, Part A funds teaching in any language instruction for English learners must be fluent in English and any other language used for instruction, including written and oral communication skills. Section 3116(c)

**E-6 ASSESS ENGLISH PROFICIENCY ANNUALLY**

Annually assess the English proficiency of all English learners participating in a program funded under Title III, Part A consistent with Section 1111(b)(2)(G). Section 3113(b)(3)(B)

**E-7 COMPLY WITH PRIVATE SCHOOL PARTICIPATION REQUIREMENTS**

After timely and meaningful consultation with appropriate private school officials, provide to children who are enrolled in private elementary and secondary schools in areas served by such agency, consortium, or entity and to their teachers or other educational personnel, on an equitable basis, educational services or other benefits that address their needs under Title III, Part A program. Section 8501

**E-8 COMPLY WITH PARENT REQUESTS FOR INFORMATION ABOUT STAFF EDUCATING**

**Section F: Assurances for ESEA Title IV, Part A**

The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title IV, Part A, the LEA will:

**F-1 ADMINISTRATIVE EXPENSE**

The LEA may not use more than 2% of the Title IV, Part A allocation for the cost of administering the grant. Section 4105(c)

**F-2 LEA PLAN**

The LEA must include in the District Integrated Action Plan the following relevant to Title IV, Part A funding: (Section 4106)

- a) Develop in consultation with parents, teachers, principals, other school leaders, support personnel, students, community-based organizations, local government representatives, Indian tribes (where applicable), charter school representative as applicable
- b) Description of how the activities will support well rounded activities, how the activities will be used to support safe and healthy students, and how funds will be used to support the effective use of technology and
- c) How the LEA will periodically evaluate the effectiveness of the activities carried out as well as outcomes
- d) Assurances that the LEA will prioritize funding to schools with:
  - a. The greatest need determined by the LEA
  - b. Are identified as comprehensive support and improvement under section 1111(c)(4)(D)(i)

- c. Implementing targeted support and improvement plans as described in section 1111(d)(2)
- d. Identified as persistently dangerous under section 8532
- e. Comply with section 8501 regarding equitable services for participating private schools

**F-3 SPECIAL 20-20 RULE**

LEAs receiving \$30,000.00 or more must use 20% of their funds in well-rounded activities, 20% of their funds in safe and healthy activities, and no more than 15% of their funds may be used in effective use of technology or technology infrastructure. Regardless of the LEA's allocation, the LEA may not use more than 15% of the Title IV, Part A allocation to purchase technology infrastructure. Section 4106(f)

**F-4 USE FEDERAL FUNDS ONLY TO SUPPLEMENT, NOT SUPPLANT, OTHER RESOURCES**

Use Title IV, Part A funds only to supplement, not supplant, non-Federal funds that would otherwise be used for Title IV, Part A activities.

**Section G: Assurance for ESEA Title IV, Part B, Subpart 2**

The LEA hereby assures to the Arizona Department of Education that pursuant to the requirements in ESEA, Title IV, Part B, Subpart 2, the LEA will:

**G-1 PURPOSE**

LEAs must use Title IV, Part B, Subpart 2 funds to meet the purpose which is assisting students in meeting challenging State academic standards by providing the students with academic enrichment activities and a broad array of other activities (such as programs and activities described in subsection (a)(2)) during non-school hours or periods when school is not in session or offering families opportunities for active and meaningful engagement in their children's education, including opportunities for literacy and related educational development.

**G-1. SUPPLEMENT, NOT SUPPLANT**

Title IV, Part B, Subpart 2 funds will only be used to supplement, not supplant, any other Federal, State, or local funds that would otherwise be used for activities authorized under Title IV, Part B, Subpart 2. Section 5232

Prescott Unified School District #1

Name of LEA

130201000

CTDS

4466

Entity ID

4-8-25

Date

R. CLARK TENNEY

Entity Authorized Signer Printed Name

[Signature]

Signature