Governing Board Agenda Item

Meeting Date:	September 3, 2026
From:	Thomas Bogart, Chief Financial Officer
Subject:	Policy Considerations
Priority:	To support informed, engaged, and empowered stakeholders

Consent [X] Action [] Discussion []

Background:

Policy DGD, Credit Cards, is being revised as a result of updated policy guidance from the Arizona School Board Association. Policy DGD now provides for defined dollar limits based on the card or transaction type, maintenance of a complete list or log of card users, prohibition of cash withdrawals and personal expenditures, retention of signed card-user agreements, and documented annual training for applicable employees.

Also included for reference in the Governing Board's meeting packet are regulation DGD-R and exhibit DGD-E.

Policy DJE, Bidding/Purchasing Procedures, is being revised as a result of updated guidance from the Arizona Auditor General's Office and its release of the Fiscal Year 2027 Universal System of Financial Reporting. The most recent guidance increased the minimum threshold to require competitive quotes from $10,000 to $15,000. This policy revision solidifies that guidance into Marana Unified School District policy.

Recommended Motion:

I move that the Governing Board approve revisions to Policy DGD, Credit Cards and Policy DJE, Bidding/Purchasing Procedures as presented.

Approved for transmittal to the Governing Board: ______________________
Dr. Daniel Streeter, Superintendent

Questions should be directed to: Thomas Bogart, Chief Financial Officer
Phone: (520) 682-4749

DGD ©
CREDIT CARDS
(Credit Cards and/or Procurement Cards)

Definition of Credit/ Procurement Card

The District defines "credit card" and "procurement card" as a form of payment in lieu of cash, purchase order, or check. The credit/procurement card must bear the company logo.

Use of Credit Cards/ Procurement Cards

The Governing Board acknowledges that instances may occur when ready payment for goods or services is in the District's best interest. The Superintendent is responsible for the implementation of all aspects of the District credit/procurement card program. The Board authorizes the Superintendent to secure and assign ~~controlled-limit~~ credit/procurement cards (with defined dollar limits based on the card or transaction type) to designated personnel.

The District will maintain a complete list or log of card users to track card possession and identify personnel for annual training.

District-assigned credit/procurement cards may not be used for cash withdrawals or personal expenditures.

All card users will be required to sign an agreement outlining the District's policies and procedures governing card use, including possible disciplinary action for misuse. The District will retain all signed card-user agreements.

The use of credit/procurement cards is to be closely monitored and payment of statements for authorized purchases is to be made as promptly as possible to avoid fees and charges for the use of such cards.

The District will provide annual training to authorized card users and employees who make credit/procurement card purchases or process credit/procurement card transactions. The District will maintain dated documentation of each applicable employee's participation in the annual training.

The Superintendent is directed to develop regulations for the use of District-assigned credit/procurement cards. Such regulations are subject to Board review and approval.

The Board reserves the right to revise or rescind this policy at its sole discretion.
Adopted: <-- SOP:AdoptionDate -->

LEGAL REF.:

A.R.S.

15-342

38-621

38-622

38-623

38-624

38-625

Uniform System of Financial Records

CROSS REF.:

DKC - Expense Authorization/Reimbursement

DGD-E ©

EXHIBIT

CREDIT CARDS

DISTRICT-ASSIGNED CREDIT/PROCUREMENT
CARD ~~HOLDER~~USER AGREEMENT

~~The Marana Unified School District (District) purchasing card (card) represents the District's trust in you as an individual. You are empowered as a responsible individual to safeguard the District's assets. Your signature below is verification that you have read, understand and agree with the District's procedures and policies and the following statements:~~

~~1. I understand the purchasing card is for District business-related approved purchases only and I agree not to make any personal purchases. Improper use of this card will be considered misappropriation of public funds. This may result in disciplinary action, up to and including reimbursement to the District for all costs associated with improper card use and termination of employment. This agreement shall authorize the District to withhold wages for the amount of any improper purchase; pursuant to the Fair Labor Standards Act.~~

~~2. If the purchasing card is lost or stolen I will immediately notify the Procurement Department.~~

~~3. I agree to surrender the purchasing card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons, and change of assignment or location.~~

~~4. Since the purchasing card is issued in my name, I will secure the card in a secure place. I will not allow any other individual to use the card. I am personally responsible for any and all charges against the card. All charges will be billed directly to and paid directly by the District. The bank cannot accept any monies from me directly; therefore any personal charges against the card will be considered misappropriation of public funds.~~

~~5. As the purchasing card is District property, I understand that I may be periodically required to comply with internal control procedures designed to protect District assets. This may include a request to produce the card to validate its existence and account number.~~

~~6. I agree to provide the supporting receipts from the vendor for each transaction as required under the District policies and procedures, and forward to appropriate site personnel or accounts payable as soon as purchase has been made. Failure to report or document any purchase may be considered misappropriation of public funds.~~

~~7. I understand that I am responsible for all charges (but not for payment) on the card; therefore I will attempt to resolve any discrepancies by contacting the supplier and the Procurement Department. I shall not accept cash in lieu of credit to the purchasing card account for returning a previously purchased item to a vendor. Credits shall be issued to the individual purchasing card account for any item returned.~~

~~8. If I am in doubt of an authorized purchase I agree I should seek prior approval from the Procurement Department.~~

~~9. Prior to requesting a purchasing card requisition, I will check as many sources as reasonable to assure best price, quality, service and delivery.~~

~~10. I understand I am only to use the purchasing card if a purchase order has been issued for the goods or services. Improper use of the card without a purchase order will be considered misappropriation of public funds.~~

~~11. I understand that all purchases must comply with state accounting and purchasing statutes, regulations and policies including all policies the District implements in the use of the purchasing card.~~

~~12. I acknowledge that I have received training in the proper use of the purchasing card, have received, read and understand the Districts Purchasing Card Procedures, and have read and understand this agreement. I acknowledge that I have been provided sufficient opportunity to ask questions related to the District's credit/procurement card policy and regulation.~~

~~Site: ______________________________ Last 4 Digits of Card: ________________________~~

~~Card Holder: ____~~

~~Card Holder Signature: ____________________________________ Date: _________________~~

~~PURCHASING CARD SITE~~
~~REPRESENTATIVE AGREEMENT~~

~~As the designated site representative of your assigned purchasing card(s), you must agree to communicate the below statements to any individual issued a card. Your signature below is verification that you have read, understand and agree with the District's procedures and policies and the following statements:~~

~~1. The purchasing card is for District business-related approved purchases only and should not be used to make any personal purchases. Improper use of this card will be considered misappropriation of public funds. This may result in disciplinary action, up to and including~~

~~reimbursement to the District for all costs associated with improper card use, and termination of employment. This agreement shall authorize the District to withhold wages for the amount of any improper purchase; pursuant to the Fair Labor Standards Act.~~

~~2. If the purchasing card is lost or stolen the Procurement Department will be notified immediately.~~

~~3. All charges will be billed directly to and paid directly by the District. The bank cannot accept any monies from an individual directly; therefore any personal charges against the card will be considered misappropriation of public funds.~~

~~4. Any individual who accepts the responsibility of a purchasing card must agree to provide the supporting receipts and/or documentation from the vendor for each transaction and forward to the designated site representative as soon as the purchase has been made. Failure to report or document any purchase may be considered misappropriation of public funds.~~

~~5. Any individual who does not provide supporting receipts and/or documentation understands their privilege of using a District purchasing card may be revoked.~~

~~6. Any individual who uses a purchasing card understands they are responsible for all charges (but not for payment) on the card; therefore they will attempt to resolve any discrepancies by contacting the supplier and the Procurement Department. They shall not accept cash in lieu of credit to the purchasing card account for returning a previously purchased item to a vendor. Credits shall be issued to the individual purchasing card account for any item returned.~~

~~7. Prior to requesting a purchasing card requisition, the individual will check as many sources as reasonable to assure best price, quality, service and delivery.~~

~~8. Any Individual who accepts the responsibility of a purchasing card can only use the purchasing card if a purchase order has been issued for the goods or services. Improper use of the card without a purchase order will be considered misappropriation of public funds.~~

~~Site Representative:~~

~~9. I understand that all purchases must comply with state accounting and purchasing statutes, regulations and policies including all policies the District implements in the use of the purchasing card.~~

~~10. I acknowledge that I have received training in the proper use of the purchasing card, have received, read and understand the Districts Purchasing Card Procedures, and have read and understand this agreement. I acknowledge that I have been provided sufficient opportunity to ask questions related to the District's credit/procurement card policy and regulation.~~

~~11. I understand receipts and/or documentation must accompany the receiving copy of the purchase order and be sent to the accounts payable department within five days of transaction. This will ensure prompt payment to avoid any bank late fees.~~

~~12. As the site representative, I agree to surrender the purchasing card(s) immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons, and change of assignment or location.~~

~~Site: ______________________________ Last 4 Digits of Card(s): ________________~~

~~Site Representative Name: ____________________________~~

~~Signature: ____ Date: ______________~~

By my signature, I acknowledge that I have read and understand the __________________________ School District's credit/procurement card policy and regulation and that I have been provided sufficient opportunity to ask questions regarding the requirements governing card use.

I agree to use the credit/procurement card only for authorized District purposes and will not use the card for cash withdrawals or personal expenditures. I acknowledge that I have been advised of the purchase limitations, advance purchasing approval requirements, required purchase documentation, and payment process.

I authorize the District to withhold wages for the amount of any improper purchase to the extent permitted by law. I understand that, to the extent permitted by law, I may be held personally liable for card transactions that are contrary to applicable laws, rules, or the District's credit/procurement card policy or regulation, including applicable penalties and interest.

I understand that misuse of a District credit/procurement card may result in the loss of card privileges, discipline up to and including termination of employment, and other action permitted by law.

____ ____________________

Signature Position

____ ____________________

Printed name Date signed

DGD-R ©

REGULATION

CREDIT CARDS

(Credit Cards and/or Procurement Cards)

Purposes, Conditions, and Limits

The issuance and use of a credit/procurement card is to provide an alternative purchasing mechanism when traditional payment/procurement methods are not feasible. Cards shall be issued in the District's name and, if applicable, the user's name. The employee issuing cards shall maintain a complete list ~~of designated~~ or log of card users~~.~~ to track card possession and identify personnel for annual training. Physical security of cards shall be maintained at all times. The District shall cancel or inactivate cards, or recover the cards, if possible, upon loss, theft, or misuse; when a card is no longer needed; and upon the card holder's separation from the District's employment when the card is in the user's name.For cards issued in the District's name, a specific employee shall be designated by the Superintendent to track who has the cards and account for all card transactions.

A credit/procurement card may be used to facilitate the payment of travel expenses such as hotels, meals, and registrations for training and education while conducting District business, including fuel for District-owned vehicles.

~~Purchasing control limits shall be based on single transaction limits and monthly purchase limits for each card holder. Purchase limits shall be established based on the types of transactions for which the card is being used. Personnel issued credit/procurement cards shall be determined by the Superintendent to have a legitimate need and whose use of the card is necessary for effective purchasing.~~ Credit/procurement cards shall have defined dollar limits based on the card or transaction type. The Superintendent shall issue credit/procurement cards only to personnel who have a legitimate need and for whom use of the card is necessary for effective purchasing. Personnel designated to use credit/procurement cards shall be advised by the Superintendent of their purchasing control limits.

Authorized Card Holders

Persons designated as authorized credit/procurement card holders must agree to abide by the procedures described in this regulation.

~~The holders will be held liable for any unauthorized~~ Unauthorized use of a District-assigned credit/procurement card~~, which~~ may result in ~~disciplinary action~~ discipline up to and including ~~the~~

~~loss~~ termination of employment and any other ~~actions provided~~ action permitted by law. All card users, including users of cards issued only in the District's name, shall sign a user agreement acknowledging ~~receipt and understanding of~~ that they have received and understand the District's policies and regulations ~~for the cards use~~ governing card use. The District shall retain all signed card-user agreements. The agreement shall authorize the District to withhold wages for the amount of any improper purchase~~; pursuant~~ to the ~~Fair Labor Standards Act.~~ extent permitted by law. To the extent permitted by law, card users shall be held personally liable for card transactions that are contrary to laws, rules, policies and regulations, including applicable penalties and interest. The user agreement shall contain a statement expressing possible disciplinary actions for the misuse of a District credit/procurement card.

Except for business department personnel performing authorized office duties, no person other than a designated holder is to have access to or use of a District-assigned credit/procurement card.

Authorized card ~~holders shall receive training on the use of the card that addresses purchase limitations, advanced purchasing approval, necessary purchase documentation, and the District's payment process regimen~~ users and employees who make credit/procurement card purchases or process credit/procurement card transactions shall receive annual training on the District's policies and procedures governing card use. The training shall address purchase limitations, advance purchasing approval, required purchase documentation, and the District's payment process regimen. The District shall maintain dated employee sign-in sheets or other documentation supporting each applicable employee's participation in the annual training.

Scope

The credit/procurement card is to be used only when the items and/or services to be purchased are for the official use of the District. ~~*No personal use of a credit/procurement card is allowed*~~. District-assigned credit/procurement cards may not be used for cash withdrawals or personal expenditures.

District-assigned credit/procurement cards may be used only when one (1) of the following conditions exists:

A. When a vendor will not accept a purchase order or offer billing terms.

B. When the purchase must be made during an "emergency." For the purpose of this regulation, *emergency* means payment for a purchase must be made before the next accounts payable check run. A memo bearing the Superintendent's signature of approval must be presented explaining the circumstances and nature of the emergency.

C. When certain purchases could be made more efficiently and cost~~-effective~~- effectively.

D. When a revolving fund check cannot be used.

Credit/Procurement Card
Purchasing Limitations

District-established credit/procurement card purchasing limitations shall be established by the Superintendent. The Superintendent shall establish ~~card user and single transaction limits and monthly purchase limits for each card. Such limits shall be established based on the type of transactions for which the card is to be used.~~defined dollar limits based on the card or transaction type, including single-transaction limits and monthly purchase limits for each card user.

A purchase made using a District-assigned credit/procurement card may not violate any District purchasing policy or regulation. All purchases must be appropriate and in the best interest of the District. Violation may result in termination of the employee's credit/procurement card privileges.

Credit/Procurement Card Transaction
Requirements for Physical, Verbal,
and Internet Orders

When a District-assigned credit/procurement card is required for a physical, verbal, or internet purchase, the following steps must be taken:

A. Prior to use of the credit/procurement card, the card holder is to submit a purchase order requisition form to the District business office accompanied by the following:

1. A detailed description of the items and/or services to be purchased using the credit/procurement card.

2. The date the purchase will be made.

3. The actual amount of the purchase. If the actual amount is not known, an estimate may be stated, but *the amount of the purchase cannot exceed the stated amount*.

4. Proper account coding information.

5. Signatures of the requester and the approving authority.

B. The holder must verify that a purchase order has been created and approved *before* a credit/procurement card transaction occurs.

C. When a credit/procurement card is used, the card holder must promptly submit all receipts and other related documentation to the business office. The documentation should clearly indicate the employee making the purchase and the specific school purpose for the expenditure. Receipts for fuel or vehicle repairs are to include the vehicle license number.

Supporting Purchase Documentation

Employees using cards shall submit all supporting documentation to the District monthly. Supporting documentation shall include:

A. Purchasing requisition, purchase order, invoice, packing slip, receiving report, and transaction receipt, as applicable. If original receipts are not available because they are lost or illegible, the card user shall request a copy of the receipt from the vendor or complete an affidavit detailing the purchase date, vendor, product, cost, tax and other charges, and reason the receipt is not available.
B. A description of the item(s) purchased and the specific District purpose for the expenditure.
C. The card user's signature and date the document was submitted to the District.
D. Documentation of the purchase of fuel or vehicle repair, the license number of the vehicle, and odometer reading of the vehicle.
E. Transactions, such as ~~Internet~~ internet, phone, and fax transactions, may result in card charges before goods or services are received. Such transactions ~~are allowed~~ allow purchases that are normally prepaid in order to procure the item or to receive a discounted price. In such instances the District shall ensure that all relevant aspects of Uniform System of Financial Records (USFR) VI-G are adhered to for each purchase.

Credit/procurement card statements must be addressed directly to the business office and not to the card holder. All purchase transaction receipts must be reconciled to the monthly credit/procurement card statements prior to entry on an expense voucher. As credit/procurement card companies may charge fees and interest, payments must be made in a timely manner to avoid finance charges.

Use of a Credit/Procurement Card for Travel

Reservations must be made through the purchasing office. A completed professional leave form must be submitted along with the necessary information. The business office will provide the credit/procurement card information to the selected vendor.

Payment Process Regimen

The Superintendent shall ensure that approval, verification, and payment duties are ~~separate~~ separated among different employees. A copy of the billing statement shall be sent directly to the District. Electronic statements may be accepted if provided to card users by the financial institution or the District. Upon receipt of the billing statement, the card user ~~shoul~~d shall complete the transaction log and submit the log, billing statement, and all other supporting documentation for review and approval. The reviewer shall:

A. Confirm that all supporting documentation is complete and was submitted in a timely manner.

B. Verify that each purchase transaction appearing on the card user's billing statement is an appropriate, legitimate District purchase that was approved, and within the individual's authorized purchase limits.

C. For travel expenses, verify the expenses do not exceed allowable reimbursement amounts as prescribed by the USFR and are supported by a properly approved travel claim.

D. Initial and date the reconciliation document for review.

E. Submit reconciled statements and supporting documentation.

All receipts shall be reconciled and reviewed monthly and, if possible, prior to payment of the monthly bill. Payments shall be made in a timely manner to avoid late fees and finance charges. Card balances shall be paid in full each billing cycle. Should the reconciliation or review identify any ~~items~~ transactions that were not ~~a~~ valid ~~purchase, it~~ purchases, the transactions shall be reported to the Superintendent and disputed.

Periodic Review

The District shall periodically compare budget and actual expenditures to ensure purchases remain within budget limits, or available cash balance, as applicable, and shall monitor the types of purchases and vendor usage to ensure compliance with District procurement policies and regulations, and USFR purchasing guidelines.

The review process shall include strategies that are employed to detect improper or fraudulent transactions.

Rebates and Incentives

Credit cards or procurement cards may contain provisions for the District to receive cash rebates or incentives in the form of rebates. Should this occur, the District shall treat rebates as miscellaneous revenue or as a deduction of expenditures.

Should a rebate be received in the same fiscal year as the original expenditure, including the encumbrance period, the rebate may be recorded as a reduction of the original expenditure. Otherwise, the District shall record the rebate as miscellaneous revenue in the original expenditure or in the Auxiliary Operations Fund.

DJE
BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 *et seq*. A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements. District purchases shall also be in accordance with 2 C.F.R. 200 (Code of Federal Regulations Title 2).

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations, including A.R.S. 38-503(C).

The Superintendent shall establish administrative regulations to ensure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. (2 C.F.R. 200.321).

Bidding

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. 15-765. The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. 11-952 are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. 15-213.

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. 15-382.

The District is not required to obtain bid security for the construction-manager-at-risk method of project delivery.

Online Bidding

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. 41-2671 through 2673 using the rules adopted by the Department of Administration in implementing 41-2671 through 2673.

Except as otherwise provided below, only purchases of ~~ten~~ fifteen thousand dollars (~~$10,000~~ $15,000) or more are subject to competitive bidding requirements.

Purchasing

Purchases from District Employees

Districts are required to follow the School District Procurement Rules for all purchases of goods or services from District employees regardless of dollar amount. A.R.S. 38-503(C) prohibits public employees from providing their employers with any equipment, material, supplies, or services unless provided under an award or contract let after public competitive bidding. Districts must follow the School District Procurement Rules, regardless of the expenditure amount, when purchasing goods or services from District employees. This applies to any purchase using District monies, including extracurricular activities fees tax credit contributions and monies held in trust by the District, such as student activities monies. Although the School District Procurement Rules exempt expenditures of student activities monies from the Rules, that exemption does not apply to purchases in which a District employee acts as a vendor.

Purchases from District Board Members

Districts are required to follow the School District Procurement Rules for all purchases of services from District Board members regardless of dollar amount. A.R.S. 38-503(C) prohibits governing board members from providing their district with any services, unless provided under an award or contract let after public competitive bidding. However, for purchases of supplies, materials, and equipment from district board members, districts are required to follow the School District Procurement Rules only if the purchase exceeds one hundred thousand dollars ($100,000). Purchases below the one hundred thousand dollar ($100,000) threshold must comply with the guidelines for written quotes. For districts with three thousand (3,000) or more students, statutes limit purchases of supplies, materials, and equipment from Board members to three hundred dollars ($300) per transaction and one thousand dollars ($1,000) total within any twelve (12)-month period and require that the Governing Board adopt a policy authorizing such purchases within the preceding twelve (12) months.

Purchases Requiring Bidding

For transactions of at least ~~ten~~ fifteen thousand dollars ~~($10,000~~ $15,000) and less than one hundred thousand dollars ($100,000), written price quotations will be requested from at least three (3) vendors. If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

For transactions to purchase construction, materials, or services costing more than one hundred thousand dollars ($100,000), sealed bids and proposals shall be requested.

All transactions must comply with the applicable requirements of the Arizona Revised Statutes, the Arizona Administrative Code and the Uniform System of Financial Records.

Purchases Not Requiring Bidding

Except as otherwise provided above, purchases of less than ~~ten~~ fifteen thousand dollars (~~$10,000~~ $15,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements; however, reasonable judgment should be used to ensure the purchases are advantageous to the District.

Contract Requirements

Contract Duration

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be two million dollars ($2,000,000) or as determined by the Board.

Public Inspection and Rationale
for Awarding a Contract

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. The documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection.

Requirement: Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

Registered Sex Offender Restriction. *Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. 13-3821, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.*

Adopted: ~~December 11, 2025~~ September 3, 2026

LEGAL REF.:
A.R.S.
11-952
15-213
15-213.01
15-213.02
15-239
15-323
15-342
15-382
15-765
15-910.02
23-214
34-101 *et seq.*
35-391 *et seq.*
35-393 *et seq.*
38-503
38-511

39-121
41-2632
41-2636
41-4401
A.A.C.
R7-2-1001 *et seq*.
R7-2-1023
R7-2-1029
A.G.O.
I83-136
I87-035
I06-002
Uniform System of Financial Records~~: VI-G-8 *et seq*.~~
2 C.F.R. 200
2 C.F.R. 200.321

CROSS REF.:
BCB - Board Member Conflict of Interest
DJ - Purchasing Ethics
DJG - Vendor/Contractor Relations and Sales Calls Requirements
GBEAA - Staff Conflict of Interest
JLIF - Sex Offender Notification