
**NOTICE OF REGULAR BOARD MEETING
OF THE GOVERNING BOARD
OF THE WINDOW ROCK UNIFIED SCHOOL DISTRICT #8**

Pursuant to ARS 38-431.01 & 38-431.02, notice is hereby given to the general public and the members of the Governing Board that the Window Rock Unified School District Governing Board will hold a meeting open to the public, in the Governing Board Room located at: Corner N7 & N12 - West of TMS Hospital Housing, next to Tsehootsooi Primary Learning Center (TPLC) Building, Fort Defiance, AZ 86504. Members of the public are encouraged to attend in person. Meetings may but are not required to be live-streamed. Governing Board members may appear in person, telephonically, or virtually. Note: Times listed on the agenda are approximate only and may actually occur earlier or later than indicated. Meeting doors will open 15 minutes prior to the posted start time of the public meeting. Information regarding agenda items may be reviewed in the Office of Superintendent of Schools in Fort Defiance. The Board may vote to convene an executive session, which will not be open to the public, pursuant to ARS §38-431.03(A)(3) for legal advice from the District's attorney(s) related to any item on the agenda. Per Governing Board Policy BEDH, *Call to the Public* forms must be submitted to the Superintendent prior to the start of the meeting. Persons with disabilities, who are in need of accommodation, or persons who require translation services, may contact the Superintendent's office at 928.729.6706 or contact@wrschool.net at least 72 hours prior to the Governing Board Meeting. Any questions, comments, and concerns may also be directed to the Superintendent's Office.

REGULAR BOARD MEETING

**September 1, 2026
6:00 PM**

**Administration Governing Board Room
Fort Defiance, Arizona**

I. The District is encouraging members of the public to view and access the Governing Board meeting at the following link:

Meeting Link: <https://wrschool.webex.com/wrschool/j.php?MTID=m261a1e3e4fbc0e4e9fc117f7da5b4a64>

Meeting number 2487 043 0107 | Password: FightingScouts

Or join by phone: 415-655-0001 | Access Code: 2487 043 0107##

Agenda: <https://meetings.boardbook.org/Public/Organization/893>

II. CALL TO ORDER / FLAG SALUTE

III. ROLL CALL / WELCOME

IV. APPROVAL OF THE AGENDA

V. APPROVAL OF THE BOARD MINUTES

A. August 4, 2026 - Regular Board Meeting

B. August 11, 2026 - Work Study Session/ Special Board Meeting

C. August 27, 2026 - Work Study Session

VI. INFORMATION ONLY

A. Superintendent's Report

1. August 28, 2026 - WR Football vs Alchesay
2. August 28–29, 2026 - WR VB hosting Window Rock Tournament
3. August 29, 2026 - WR XC @ Peaks Invitational
4. August 29, 2026 - TMS Football @ Blanding UT
5. September 1, 2026 - WR VB @ Wingate
6. September 2, 2026 - WR VB @ Hopi
7. September 2, 2026 - TMS Football @ Ganado
8. September 2, 2026 - TMS XC @ Winslow Invitational
9. September 4, 2026 - WR Football vs Pinon
10. September 4-5, 2026 - WR VB @ Farmington Tournament
11. September 5, 2026 - WR XC @ Chinle Invitational
12. September 5, 2026 - TMS Football vs Tuba City Jr High
13. September 5, 2026 - WR JV Football @ Tohatchi
14. September 5, 2026 - TMS XC @ Canyon De Chelly Invitational
15. September 7, 2026 - District Closed - Labor Day
16. September 8, 2026 - WR VB vs ALA Radiance
17. September 9, 2026 - WR VB vs Ganado - Go Blue Game
18. September 10, 2026 - WR JV Football @ Holbrook
19. September 11, 2026 - WR XC hosting Window Rock Invitational
20. September 11, 2026 - TMS XC hosting Window Rock Invitational
21. September 11, 2026 - WR Football vs Holbrook
22. September 14, 2026 - WR VB @ Alchesay
23. September 16, 2026 - Parent/Teacher Conference (PreK-6)

24. September 16, 2026 - TMS Football vs Chinle
25. September 18, 2026 - WR VB @ Holbrook
26. September 18, 2026 - WR Football @ Tuba City
27. September 18, 2026 - TMS XC @ St Michael Cardinal Night
28. September 19, 2026 - WR XC @ Sal Gonzales Jamboree
29. September 23, 2026 - Parent/Teacher Conference (7-12)
30. September 23, 2026 - TMS Football vs Rock Point
31. September 24-26, 2026 - WR VB Rehoboth Tournament
32. September 25, 2026 - WR XC @ Desert Twilight
33. September 25, 2026 - WR Football @ Page
34. September 26, 2026 - WR JV Football vs Page
35. September 26, 2026 - TMS XC @ Kayenta Boarding ATSA Invite
36. September 28, 2026 - 40th Day Count
37. September 28, 2026 - TMS Football @ Baker
38. September 29, 2026 - WR VB vs St Johns
39. September 30, 2026 - TMS XC @ Tuba City Boarding Invitational
40. October 1, 2026 - WR VB vs Valley Sanders
41. October 3, 2026 - WR VB vs Monument Valley
42. October 3, 2026 - WR XC @ Curtis Williams Invitational
43. October 3, 2026 - TMS Football vs Dennehotso
44. October 3, 2026 - TMS XC @ Curtis William Invitational
45. October 5, 2026 - WR VB @ Page
46. October 7, 2026 - WR VB vs Holbrook - Dig Pink Game
47. October 8, 2026 - WR JV Football @ Ganado
48. October 8, 2026 - TMS Football @ NAIC 1st Round Play-In
49. October 9, 2026 - WR Football vs Ganado - Homecoming
50. October 10, 2026 - WR XC @ Bud Davis Invitational
51. Update on Enrollment
52. Update on Construction
53. Student/Staff Recognition

B. Governing Board's Report

1. Dr. Jacquelyne Wauneka, Governing Board Clerk
2. Patrick Lynch, Governing Board Member
3. Stephanie Calabaza, Governing Board Member
4. Dr. Shayla Yellowhair, Governing Board Member
5. Yvonne Kee-Billison, Governing Board President

C. Department/School Sites Report

1. Tsehootsooi Primary Learning Center
2. Tsehootsooi Intermediate Learning Center
3. Tsehootsooi Middle School
4. Tsehootsooi Dine Bi'Oita
5. Window Rock High School
6. Technology Department
7. Support Services Department
8. Transportation Department

VII. CALL TO THE PUBLIC:

VIII. ACTION ITEMS

A. CONSENT AGENDA: Due to recent Attorney General's OMLET Team findings, consent agenda items #1 report will not be attached to the agenda. Instead, they will be available at the meeting.

1. Possible Action to Approve School District Vouchers: Expenditure - #2630-\$53,412.81, #2631-\$292,494.60, #2703-\$192,800.20, & #2704-\$258,559.03 and Payroll - #03-\$537,494.83 & #04-\$771,207.53.
2. Possible Action To Approve Revised Memorandum Of Agreement (MOA) Between Fort Defiance Agency Foster Grandparent Program (FGP/NAA) And Window Rock Unified School District For July 1, 2026, To June 30, 2027.
3. Possible Action To Approve Emergency Procurement — Gallup Fire Extinguisher, Inc In The Amount Of \$1,250.00
4. Possible Action to Approve Donation of Classroom Equipment/Supplies to Joel Harper's Classroom from Donorchoose.org in the amount of \$690.98
5. Possible Action to Approve and Adopt 2nd Reading of Policy Advisory #1065
6. Discussion and Possible Action to Approve Personnel Schedule for SY 26-27.
 - a. Resignation - SY 26/27
 - b. Rescind Offer - SY 26/27
 - c. New Hire - SY 26/27

4
14

d. Transfer -SY 26-27	
e. Extra Duty Pay - SY 26/27	
f. Part Time Renewal - SY 26/27	
g. Athletics - SY 26/27	
B. SPECIFIC ITEMS OF DISTRICT BUSINESS:	
1. <i>Executive Session: Pursuant to A.R.S. §38-431(A)(1)/(A)(3), the Governing Board may vote to enter into executive session for personnel issues and legal advice regarding revised Job Description. The Attorney may appear in person or by telephone. No action will occur in executive session.</i>	
2. Discussion And Possible Action To Approve Revised Position Description.	
IX. INFORMATION AND DISCUSSION ITEMS	
A. 1st Reading of Policy Advisory #1066	15
B. 1st Reading of Policy Advisory #1067-1068	19
C. Regular Board Meeting — Tuesday, October 6, 2026, at 6:00pm	
X. ADJOURNMENT	

POLICY SERVICES

ADVISORY

Volume 38, Number 4

August 2026

Policy Advisory No. 1065.....Policy DGD — Credit Cards
Regulation DGD-R — Credit Cards
Exhibit DGD-E — Credit Cards

Summary

Policy Advisory Discussion

Policy Advisory No. 1065 **Policy DGD — Credit Cards**
Regulation DGD-R — Credit Cards
Exhibit DGD-E — Credit Cards

This revision reflects the requirements of the Uniform System of Financial Records (USFR) Compliance Questionnaire relating to District credit/procurement cards. 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.

Regulation DGD-R has been revised to provide corresponding implementation requirements, including tracking card possession and personnel subject to training, retaining signed card-user agreements, establishing card and transaction limits, providing annual training to card users and employees who process card transactions, and maintaining dated documentation of training participation.

Exhibit DGD-E has been revised to align the card-user agreement with the updated policy and regulation. The agreement addresses authorized card use, prohibited cash withdrawals and personal expenditures, applicable purchasing and documentation requirements, possible personal liability and wage withholding to the extent permitted by law, and disciplinary consequences for misuse.

If you have any questions, please call Policy Services at (602) 254-1100. Ask for Dr. Charlotte Patterson, Policy Analyst; Lynne Bondi, Policy Analyst; or Renae Watson, Policy Technician. Our e-mail addresses are, respectively, [cpatterson@azsba.org], [lbondi@azsba.org] and [rwatson@azsba.org].

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

ADVISORY 1065

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

**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: _____

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

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

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

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 card users 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~~ 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 u~~Unauthorized use of a District-assigned credit/procurement card, ~~which may result in disciplinary action up to and including the loss~~ termination of employment and any other actions provided permitted by law.

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

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 governing cards' 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 effectively.
- D. When a revolving fund check cannot be used.

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

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.

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

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 ~~I~~internet, phone, and fax transactions may result in card charges before goods or services are received. Such transactions 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 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 ~~should~~ shall complete the transaction log and submit the log, billing statement, and all other supporting documentation for review and approval. The reviewer shall:

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

- A. 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 purchases, ~~it~~ 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.

DGD-E ©

EXHIBIT

CREDIT CARDS

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

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

I agree to use the credit/procurement card policy and regulation. Furthermore, I affirm that I only for authorized District purposes and will not use the credit/procurement card for cash withdrawals or personal reasons and expenditures. I acknowledge that I have been advised of the purchase limitations associated with the use of the card. I understand that a violation of this agreement may result in disciplinary action up to and including termination, and possible legal action, 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

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

WINDOW ROCK SCHOOL DISTRICT #8 PERSONNEL ITEMS

September 1, 2026

A. Resignation - SY26/27

	Name	Site	Position	Recruitment Fee
1	Raquel Kootsvema	TPLC	Preschool Paraprofessional	\$0.00

B. Recind Offer - SY26/27

	Name	Site	Position
1	Dempsey Begay	TPLC	Dine Language Teacher

C. New Hire - SY26/27

	Name	Site	Position	Fund
1	Crystal Doherty	TMS	Academic Interventionist	Title 1
2	Chantelle Emerson	Security	Security Guard - 10 month	Impact Aid
3	Melissa Jumbo	Security	Security Guard - 10 month	Impact Aid
4	*Alani Hadley	HR	Substitute Teacher	M & O
5	*Evangeline Shirley	HR	Substitute Teacher	M & O
6	Olin Arviso	HR	Substitute Teacher	M & O
7	Vivika Lewis	Athletics	Athletic Trainer Volunteer	NA
8	Chantelle Bitloy	WRHS	Volleyball Volunteer	NA
9	Orren Lee	WRHS	Football Volunteer	NA

*Pending Certificate

**Pro-rated

D. Transfer - SY26/27

	Name	Site	Position	Fund
1	Danielle Smiley	TPLC	Secretary	M & O

*Change in calendar days

E. Extra Duty Pay - SY26/27

	Name	Site	Position	Fund
1	Rebecca Martinez	TPLC	Transcript Move	M & O
2	Melissa Martinez	WRHS	Freshman Class Co-Sponsor	M & O
3	Mildred Begaye	Security	Acting Security Supervisor	Impact Aid

F. Part time Renewal - SY26/27

	Name	Site	Position
1	Sharon Chischilly	HR	Substitute Teacher
2	Theresa Tsosie	HR	Substitute Teacher

G. Athletics - SY26/27

	Name	Site	Position	Fund
1	Drennan Hanley	WRHS	Boys Basketball Assistant	Impact Aid
2	*Patrick Headley	TMS	Football Assistant	Impact Aid
3	Kymberly Pablo	TMS	Volleyball Head	Impact Aid
4	Rachael Smiley	TMS	Softball Assistant	Impact Aid

*Pro-rated

G. James
8/27/26

POLICY SERVICES

ADVISORY

Volume 38, Number 5

August 2026

Policy Advisory No. 1066.....*NEW* Regulation DJ-R — Purchasing Ethics

Summary

Policy Advisory Discussion

Policy Advisory No. 1066

Regulation DJ-R — Purchasing Ethics

Regulation DJ-R has been created to provide corresponding implementation requirements which incorporates new Uniform System of Financial Records (USFR) guidance, including procedures for authorized events, establishing expense limitations, and documenting authorized food and beverage purchases.

=====

If you have any questions, please call Policy Services at (602) 254-1100. Ask for Dr. Charlotte Patterson, Policy Analyst; Lynne Bondi, Policy Analyst; or Renae Watson, Policy Technician. Our e-mail addresses are, respectively, [cpatterson@azsba.org], [lbondi@azsba.org] and [rwatson@azsba.org].

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

ADVISORY 1066

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

DJ-R ©

REGULATION

PURCHASING ETHICS

**(Events and Expense Limits of Food and Beverage Purchases
for Board Members, Staff, Students, and Community)**

District food and beverage purchases shall comply with Governing Board Policy DJ and advanced authorization by the Superintendent for the following events and expense limitations. Governing Board approval is required in advance of purchases outside of these parameters.

Events:

- A. Governing Board meetings, workshops, and retreats, regardless of how titled.
- B. Emergency operations that require employees to remain on duty after hours.
- C. District leadership meetings.
- D. New employee training and orientation.
- E. District-sponsored employee training and professional development.
- F. Employee recruitment activities and student recruitment fairs.
- G. Beginning and end of year events.
- H. Parent-Teacher Conferences.
- I. Student activities approved by the Superintendent or designee.

Expense Limitations

Districts choose option 1 or option 2.

Option 1:

Food and beverages shall not exceed the limits set forth in the State of Arizona Accounting Manual (SAAM) for per-person and per-meal.

OR

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

Option 2:

The following per-person dollar limits shall not be exceeded for food and beverages, including taxes, gratuities and/or delivery costs. (District enters amounts)

Breakfast \$ _____

Lunch \$ _____

Dinner \$ _____

Snacks and refreshments \$ _____

Other Limitations

Prior to each food and/or beverage purchase authorized by this regulation, the District fund or funds from which the purchase will be paid shall be identified in writing. No such purchase shall be paid from a District fund unless the expenditure of that fund for food and beverages is authorized by law.

To demonstrate compliance with the Arizona Constitution, applicable state law, the Uniform System of Financial Records, and Governing Board policy, the District shall prepare and maintain documentation for each food and/or beverage purchase authorized by this regulation and retained in accordance with the records retention schedules.

No District funds shall be expended for alcoholic beverages.

Delegation

Pursuant to Arizona Revised Statutes §15-341(F), the Governing Board delegates to the Superintendent the authority to prescribe any administrative procedures necessary to implement this regulation.

POLICY SERVICES

ADVISORY

Volume 38, Number 6

August 2026

Policy Advisory No. 1067Policy BCB — Board Member Conflict
of Interest
Exhibit BCB-E — Board Member Conflict
of Interest

Policy Advisory No. 1068 Policy GBEAA — Conflict of Interest
Exhibit GBEAA-E — Conflict of Interest

Summary

The following policy advisories reflect updated requirements for Conflict of Interest (COI) in the 2027 Uniform System of Financial Systems (USFR) updates. Impacts include specific training requirements, disclosures, and maintenance of records.

Policy Advisory Discussion

Policy Advisory No. 1067 **Policy BCB — Board Member Conflict
of Interest**
**Exhibit BCB-E — Board Member Conflict
of Interest**

Policy BCB updates include board member requirements for annual training, filing Disclosure Forms, investigations, and maintenance of records.

BCB-E updates align the Disclosure Form with USFR guidance.

Policy Advisory No. 1068 **Policy GBEAA — Conflict of Interest**
Exhibit GBEAA-E — Conflict of Interest

Policy GBEAA updates include employee requirements for annual training, filing Disclosure Forms, investigations and remediation, and maintenance of records.

GBEAA-E updates align the Disclosure Form with USFR guidance.

=====

If you have any questions, call Policy Services at (602) 254-1100. Ask for Dr. Charlotte Patterson, Policy Analyst; Lynne Bondi, Policy Analyst; or Renae Watson, Policy Technician. Our e-mail addresses are, respectively, [cpatterson@azsba.org], [lbondi@azsba.org] and [rwatson@azsba.org]. You may also fax information to (602) 254-1177.

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

ADVISORY 1067

**BCB ©
BOARD MEMBER CONFLICT
OF INTEREST**

**Board Member Voting
Restrictions**

Notwithstanding any other provision of law, a Governing Board member shall be eligible to vote on any budgetary, personnel, or other question that comes before the Board, except that it is unlawful for a member to vote on a specific item that concerns the appointment, employment, or remuneration of the Board member or a Board member's spouse or dependent as defined in A.R.S. 43-1001 and in accordance with A.R.S. 15-323.

Employment Limitations

No dependent, as defined in A.R.S. 43-1001, of a Governing Board member may be employed in the District, except by consent of the Board in accordance with A.R.S. 15-502. Small school Districts, as defined by A.R.S. 15-901, are granted an exception regarding employment of substitute teachers. [A.R.S. 15-421(E)]

No employee of the District or the spouse of such employee may hold membership on the Governing Board of the District. Small school Districts, as defined by A.R.S. 15-901, are granted an exception regarding employment of substitute teachers. [A.R.S. 15-421]

Pursuant to A.R.S. 15-421, the District is allowed to employ, including through a third (3rd)-party contractor who provides services to the District, any person who served as a member of the School District Governing Board during the preceding two (2) years only in a position in which the person will provide services directly to students, including as a certificated, a substitute teacher, and an employee or contractor who provides transportation, instructional support, or student support services. The District is authorized to increase the time period for this restriction to be more than two (2) years.

Conflicts of Interest

The District shall annually provide conflict of interest training to all Board members. The training shall include information regarding the District's policies regarding conflicts of interest, what constitutes a substantial and remote interest under the applicable statute, the definition of relative pursuant to A.R.S. 38-502(9), how and when to complete the District's annual Conflict-of-Interest Disclosure Form, the requirements to refrain from discussion or voting on a matter in which they or a relative has a substantial interest, and the penalties for violating the applicable statutes.

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

Each Board member shall annually complete and sign the District's Conflict-of-Interest Disclosure Form (BCB-E) and within fifteen (15) days of any change in circumstance. Board members shall complete and sign the Conflict-of-Interest Disclosure Form every January of their term and, if they are a new Board member, within five (5) days of starting their term. Evidence of the guidance provided and signed Disclosure Forms shall be maintained by the District in compliance with the Uniform System of Financial Records (USFR), and all disclosures shall be kept on file for public inspection as required by A.R.S. 38-509.

Any Board member or employee of the District who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to the District shall make known that interest in the official records of the District and shall refrain from voting upon or otherwise participating in any manner as a Board member or employee in such contract, sale, or purchase. [A.R.S. 38-503]

Any Board member or employee who has, or whose relative has, a substantial interest in any decision of the District shall make known such interest in the official records of the District and shall refrain from participating in any manner as a Board member or employee in such a decision. [A.R.S. 38-503]

"Refrain from participating in any manner" means more than just refraining from making a final decision. It means participating in any way in the process leading up to a decision. An employee with a conflict of interest must not make recommendations, give advice, or otherwise communicate in any manner with anyone involved in the decision-making process.

Investigations

The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation in a Governing Board meeting or other discussions when a substantial interest may exist.

Purchases from Governing Board Members

School district procurement rules are required for all purchases of service from Governing Board members, regardless of the dollar amount. Purchases for services may only be made after public competitive bidding. Purchases of supplies, materials, and equipment from Board members are subject to the following:

- A. Purchases less than one hundred thousand dollars (\$100,000) comply with the Uniform System of Financial Records (USFR) guidelines and written quotations.
- B. Purchases of one hundred thousand dollars (\$100,000) and above comply with the school district procurement rules for public competitive bidding.

***Purchases from Governing Board
Members for Districts with
3,000 or More Students:***

- A. Purchases for supplies, materials, and equipment are limited to three hundred dollars (\$300) per transaction.
- B. Total purchases within any twelve (12) month period are limited to one thousand dollars (\$1,000).
- C. The Board has, by majority vote, adopted or reconfirmed a policy authorizing such purchases within the preceding twelve (12) month period.

***Purchases from Governing Board
Members for Districts with
Fewer than 3,000 Students:***

- A. Each purchase is approved by the Governing Board;
- B. Although there is no limit on the amount of the purchase, the amount of the purchase is included in the Board's meeting minutes.

Filing of Disclosures

The District shall maintain in the District's official records and for public inspection in a special file all Board Member Conflict of Interest Disclosure Forms and all other documents necessary to memorialize all disclosures of substantial interest made known pursuant to the statutory conflict-of-interest provisions. [A.R.S. 38-509]

Adopted: _____

LEGAL REF.:

A.R.S.

15-213

15-323

15-421

15-502

38-481

38-503

38-509

43-1001

A.G.O.

I84-012

I87-035

I88-013

I06-002

Attorney General Arizona Agency Handbook, Chapter 8
Uniform System of Financial Records

CROSS REF.:

BBBA - Board Member Qualifications

DJE - Bidding/Purchasing Procedures

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

BCB-E ©

EXHIBIT

**BOARD MEMBER CONFLICT
OF INTEREST**

DISCLOSURE FORM

Governing Board members must file a Conflict of Interest Disclosure within five (5) calendar days after assuming office and at least annually thereafter, either identifying any substantial interest the board member or the board member's relative has or stating that neither the board member nor the board member's relative has any substantial interest requiring disclosure.

All Conflict of Interest Disclosure Forms shall be filed with _____ [name District location/department] and maintained in the District's official records in accordance with law.

It is the board member's responsibility to update and submit a revised Disclosure Form to the location/department noted above within fifteen (15) calendar days after any new substantial interest arises following the date of the most recent disclosure.

I, _____, do hereby indicate that:

1. That I am presently an ~~officer/employee~~ District Governing Board Member of the _____ School District, and that;

A. I understand my responsibility for disclosing conflicts of interest as required by Arizona law and Policy BCB;

B. I understand the statutory consequences for noncompliance with conflict of interest in A.R.S. 38-510 and any additional consequences imposed in accordance with Policy BCB;

C. I agree to comply with all conditions and restrictions the District imposes regarding my involvement for which I or my relative have a conflict of interest;

D. I agree to submit an updated Disclosure Form for any changes to circumstances within fifteen (15) days.

Date Signature

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

STATEMENT OF NO CONFLICT

**To be completed only if you do not or your relative does not
have a conflict of interest.**

I, _____, do hereby indicate that I do not have, and none of my relatives has, a substantial interest in any contract, sale, purchase, service, decision, investigation, or other matter of the _____ School District.

Date	Signature
------	-----------

STATEMENT OF CONFLICT

**To be completed only if you or your relative
has a conflict of interest.**

~~2. That~~ I (or my relative[s]: _____) have a substantial interest in the contract, sale, purchase, decision, investigation, or other matter by the _____ Governing Board as described below.

Identify the contract, sale, purchase, service, decision, investigation, or other matter in which you or your relative may have a "substantial interest" under A.R.S. §§ 38-501 to 511. (Use as much space as necessary.)

Describe the "substantial interest" referred to above. (Use as much space as necessary.)

**STATEMENT OF DISQUALIFICATION FROM PARTICIPATING
IN A GOVERNING BOARD MATTER**

**To be completed if you have a conflict as identified above
with an item on a Governing Board Meeting Agenda.**

To avoid any possible conflict of interest under A.R.S. §§ 38-501 to 511, I will refrain from participating in any manner in the matter identified above on Item _____ on the _____ (date) Governing Board Agenda because I or my relative has a conflict of interest in the matter. If I have not previously disclosed this conflict of interest, I will prepare and submit an updated Board Member Conflict of Interest Disclosure Form that provides the necessary information regarding my conflict.

I understand that I should also orally indicate my conflict with the Agenda Item at the meeting, if I am in attendance, and then refrain from participating in any matter.

This Statement of Disqualification will be maintained with the minutes of the Governing Board meeting at which I have declared my conflict.

Date

Signature

~~The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation when a substantial interest may exist.~~

ADVISORY 1068

**GBEAA ©
CONFLICT OF INTEREST**

Employment of Close Relatives

The Superintendent, Principals, or other administrators with hiring authority may not participate in the hiring of any person related to them within the third degree of consanguinity, affinity, or by law, and no District employee shall be placed in a position where they directly supervise or are directly supervised by such a relative.

No dependent, as defined in A.R.S. 43-1001 (see also Internal Revenue Code 26 U.S.C. 152), of a Governing Board member may be employed in the District, except by consent of the Board in accordance with A.R.S. 15-502. Small school Districts, as defined by A.R.S. 15-901, are granted an exception regarding employment of substitute teachers. A.R.S. 15-421(E).

This policy will apply for summer or part-time work as well as for full-time employment.

Business Relations

Any Governing Board member, administrator, or employee who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to the District shall make known that interest in the official records of the District, and shall refrain from participating in any manner as an employee in such contract, sale, or purchase, as provided in A.R.S. 38-501, 38-502 and 38-503.

Refrain from participating in any manner means more than just refraining from making a final decision. It means participating in any way in the process leading up to a decision. A Governing Board member, administrator, or employee with a conflict of interest must not make recommendations, give advice, or otherwise communicate in any manner with anyone involved in the decision-making process.

Vendor Relations

No employee of the District will accept a gift or benefit from any person, group, or entity doing, or desiring to do, business with the District as described in Policy DJ, Purchasing Ethics.

District Purchases from Employees

The District must comply with competitive purchasing rules for any acquisition of goods or services from District employees regardless of the dollar amount. The District may only acquire equipment, material, supplies, or services from its employees under an award or contract after public competitive bidding (A.R.S. 38-503; A.G.O. I06-002). The requirement 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, when a District employee acts as the vendor.

Employee Guidance and Acknowledgement of Understanding

The District shall annually provide ~~written guidance~~ conflict of interest training to all employees. ~~regarding~~ The training shall include information regarding the District's policies regarding conflicts of interest, what constitutes a substantial and remote interest and under the applicable statute, the definition of relative pursuant to A.R.S. 38-502(9), how and when to complete the District's annual Conflict-of-Interest Disclosure Form, the requirement to refrain from participating in a matter in which they or a relative has a substantial interest, and the penalties for violating the applicable statutes.

Each employee shall annually complete and sign the District's Conflict-of-Interest Disclosure Form (GBEAA-E) and within fifteen (15) days of any change in circumstance. Employees shall complete and sign the Conflict-of-Interest Disclosure Form every January of their employment and, if they are a new employees, within five (5) days of starting their employment with the District. Evidence of the guidance provided and signed disclosure forms shall be maintained by the District in compliance with the Uniform System of Financial Records (USFR), and all disclosures shall be kept on file for public inspection as required by A.R.S. 38-509.

Investigations and Remediation

The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation when a substantial interest may exist.

When an employee has disclosed a substantial interest or when the District otherwise determines that an employee has a substantial interest, the Superintendent and other administrators as appropriate and necessary will determine what steps should be taken to remediate or eliminate the potential for the employee's improper influence on a District decision implicated by the substantial interest. The administration will document the remediation steps taken.

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

Filing of Disclosures

The District shall maintain in the District's official records and for public inspection in a special file all Employee Conflict of Interest Disclosure Forms and all other documents necessary to memorialize all disclosures of substantial interest made known pursuant to the statutory conflict-of-interest provisions. [A.R.S. 38-509]

Adopted: _____

LEGAL REF.:

A.R.S.

15-213

15-323

15-421

15-502

38-481

38-501 - 38-511 (Title 38, Chapter 3, Article 8)

43-1001

A.G.O.

I82-004

I83-093

I83-111

I00-013

I03-005

I06-002

Attorney General Arizona Agency Handbook, Chapter 8, ~~Appendix 8.1,~~

~~Conflict of Interest Disclosure Memorandum~~

Uniform System of Financial Records

26 U.S.C. 152

CROSS REF.:

BCB - Board Member Conflict of Interest

DJ - Purchasing Ethics

DJE - Bidding/Purchasing Procedures

GBP – Reprisals

GBEAA-E ©

EXHIBIT

CONFLICT OF INTEREST

CONFLICT OF INTEREST DISCLOSURE
PURSUANT TO A.R.S. 38-501 to 38-511

(Instructions)

1. Employees must file a Conflict of Interest Disclosure Form within five (5) calendar days after commencing work and at least annually thereafter, either identifying any substantial interest the employee or the employee's relative has or stating that neither the employee nor the employee's relative has any substantial interest requiring disclosure.

2. All Conflict of Interest Disclosures Forms shall be filed with _____ [*name District location/department*] and maintained in the District's official records in accordance with law.

3. It is the employee's responsibility to update and submit a revised Disclosure Form to the location/department noted above within fifteen (15) calendar days after any new substantial interest arises following the date of the most recent Disclosure. The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation when a substantial interest may exist.

STATEMENT OF NO CONFLICT

***To be completed only if neither you nor your relative
has a substantial interest requiring disclosure.***

I, _____, do hereby indicate that I do not have, and none of my relatives has, a substantial interest in any contract, sale, purchase, service, decision, investigation, or other matter of the _____ School District.

Date

Signature

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

STATEMENT OF CONFLICT

I, _____, do hereby indicate:

~~1.~~ That I am presently an employee of the _____ School District;

~~2.~~ That I (or my relative[s]: _____) have a substantial interest in the contract, sale, purchase, decision, investigation, or other matter by the _____ Governing Board as described below.

Identify the contract, sale, purchase, service, decision, investigation, or other matter in which you or your relative may have a "substantial interest" under A.R.S. 38-501 to 38-511. (Use as much space as necessary)

Describe the "substantial interest" referred to above. (Use as much space as necessary)

To avoid any possible conflict of interest under A.R.S. 38-501 to 38-511, I will refrain from participating in any manner in the matter identified above.

Date	Signature
------	-----------

~~STATEMENT OF DISQUALIFICATION~~

~~*To be completed if you have a conflict as identified above.*~~

~~To avoid any possible conflict of interest under A.R.S. 38-501 to 38-511, I will refrain from participating in any manner in the matter identified above.~~

Date	Signature
------	-----------

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

STATEMENT OF NO CONFLICT

***To be completed only if neither you nor your relative
has a substantial interest requiring disclosure.***

I, _____, do hereby indicate that I do not have, and
none of my relatives has, a substantial interest in any contract, sale, purchase,
service, _____ decision, _____ investigation, _____ or _____ other _____ matter _____ of _____ the
_____ School District.

_____ Date _____ Signature _____