Policy Work Session Agenda

Friday, September 18, 2026 | 1:00 PM | District Office Board Room, 8176 N. Westover, Joseph City, AZ 86032

No actions will be taken at this meeting. The board may direct staff to study a matter or to schedule an item for further consideration and decision at a later date. The meeting room will be open to the public fifteen minutes prior to the beginning of the meeting.

1. **OPENING ITEMS**

    1.A. **Call to Order**

2. **ITEMS FOR DISCUSSION AND REVIEW**

The Governing Board will not vote on Discussion or Review Items and any action taken as a result of this discussion will be limited to directing staff to study the matter or scheduling the matter for a future agenda.

    2.A. **Policy review plan for 2026-2027**

    Monthly workshop schedule, section order, and review method. Discussion only.

Policy Workshop Register

Friday, September 18, 2026, 1:00 to 3:00 PM, Board Room

Joseph City Unified School District No. 2. Discussion only, no action.

Items and piles

Item	Document	Title	Our adoption	Pile	Why it is here	Next step
2	Plan	Policy Review Plan 2026-2027		Decide	First session. Board agrees to the schedule, the three piles, the pull deadline, and moving December to the 11th	Julie posts the year's dates
3	BCB	Board Member Conflict of Interest	May 13, 2025	Decide	ASBA Policy Advisory 1067-1068 (received Aug 25, 2026) revises the policy. First read Sept 15	Adoption Oct 13
3	BCB-E	Board Member Conflict of Interest Exhibit	none shown	Decide	Exhibit is undated locally and should be reissued with the revised policy	Reissue with BCB
3	GBEAA	Conflict of Interest (employees)	May 12, 2026	Decide	ASBA Policy Advisory 1068 (Aug 2026) adds annual training, remediation and USFR records. Not	First read Oct 13, adopt Nov 10

					yet presented to the Board	
3	GBEAA-E	Conflict of Interest Exhibit	none shown	Decide	Realigned to the USFR form	Reissue with GBEAA
4	DJ	Purchasing Ethics	July 8, 2025	Confirm	Current. Re-adopted with the Sept 15 advisory batch	None
4	DJ-R	Purchasing Ethics Regulation (new)	not yet issued	Information	ASBA Policy Advisory 1066 adds a new regulation. Regulations are issued by the Superintendent; the Board hears what changes for staff	Superintendent issues; information item Oct 13
5	DGD	Credit Cards	July 8, 2025	Decide	ASBA Policy Advisory 1065 (Aug 2026) adds card limits, a card user log, a cash withdrawal ban, retained agreements and annual training. Not yet presented to the Board. The Auditor General card sample is due Sept 17	First read Oct 13, adopt Nov 10. Selena and Caleb confirm practice and limits
5	DGD-R	Credit Cards Regulation	none shown	Information	Revised by Advisory 1065; no local issue date. Superintenden	Issue; information item Oct 13

					t issues with the limits set	
5	DGD-E	Credit Cards Exhibit	none shown	Information	Same as DGD-R	Issue with DGD-R
6	DFA-E	Support Staff Qualifications and Requirements Exhibit		Retire	ASBA PA 1032 (April 2026): merged into Exhibit GCFC-E	Superintendent retires; reported Oct 13
6	GCCB	Professional and Support Staff Personal, Emergency and Religious Leave		Retire	ASBA PA 994 (April 2026): merged into Policy GCCA	Rescission motion Oct 13
6	GCL	Professional Staff Schedules and Calendars		Retire	ASBA PA 1012 (April 2026): merged into Policy GCMF	Rescission motion Oct 13
6	GCMC	Professional Staff Meetings		Retire	ASBA PA 1013 (April 2026): merged into Policy GCMF	Rescission motion Oct 13
6	GCO-RB	Evaluation of Professional Staff Members, Regulation B		Retire, not yet	ASBA PA 1015 (April 2026): combined into Regulation GCO-R, which our manual does not yet contain. Removing it now would leave no evaluation appeal procedure	Superintendent issues GCO-R, then retires GCO-RB (January, Section G)
7	JF-R, JFAA-R, JFAB-R, JFABC-R, JFABD-	Admissions, residency, transfer, homeless and	adopted Sept 15, 2026 with the	Information	These were the documents the August 13 reconciliation found missing	Superintendent assigns owners; forms in use by Oct 1 count

	RB, JFABDA-RB, JFB-RB	foster care regulations	advisory batch		from the manual. Now adopted. Forms and owners to be named	
8	JLDB	Restraint and Seclusion	June 21, 2016	Status	Checked against A.R.S. 15-105 as published Sept 15, 2026: the policy matches the statute. The procedures the policy orders were never issued. One certified crisis intervention trainer on staff	Superintendent issues Regulation JLDB-R with the four exhibits; information item Oct 13
8	JLDB-EA, EB, EC, ED	Restraint and Seclusion documentation exhibits	none shown	Status	Undated locally; reissue with the regulation	With JLDB
9	ACAA	Title IX Sex Discrimination	Nov 12, 2025	Confirm	Current	None
9	ACAA-R	Title IX Sex Discrimination Regulation		Information	Names Bryan Fields as Title IX Coordinator with his former email. Title IX requires the current coordinator's name and contact to be published	Coordinator designated: Shannon Harvilla, Superintendent. Regulation, website and handbook notices updated in October; separate decision-

					maker to be named
10	Sections A, B, C	October 16 workshop	Set	52 board policies. Codes to Julie by Oct 5. Packet Oct 9. Pulls by Oct 14 noon	

Not on Friday's list, and why

The eighteen documents in ASBA Policy Advisories 1047 through 1064 were adopted September 15, 2026 (agenda item 8.G) and are not reviewed again here. The twenty two adopted policies that direct the Superintendent to write procedures are the Superintendent's work, scheduled for the May 21 session. Section reviews begin October 16.

Governing Board Policy Work Session

Joseph City Unified School District No. 2

Friday, September 18, 2026 | 1:00 to 3:00 PM | Board Room, 8176 N Westover

Discussion only. No action will be taken.

Session one of nine. Shannon Harvilla, Superintendent

How a session runs

BOARD DECISION

Agenda item 2 | Policy review plan and method

CONFIRM

Current ASBA language, no local change, no findings, and the responsible administrator confirmed we do what it says. One motion at the regular meeting. No floor time today unless a member pulls it.

RETIRE

ASBA has merged the document into another policy and directed that it be removed. One rescission motion.

DECIDE

Something needs a choice: the ASBA model changed after we adopted, no local adoption date, a broken reference, a person or position that changed, an audit finding, or practice does not match the text. One page each, about ten minutes.

Every Decide item ends in one of four places

1. Adopt as written
2. Adopt with a local edit stated in the room
3. Send to counsel with one named question, back next month
4. Retire

Clock: the President chairs and holds time. Anything past ten minutes is parked with a named question. **Pull rule:** a member moves a Confirm item to Decide by sending Julie the code by noon the Wednesday before. **Adding a policy:** give Julie the code before the posting deadline; nothing comes to the floor that is not on the notice.

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2.A Policy review plan for 2026-2027

The year, the method, and today's twenty documents. Three date moves for the Board to agree: December 11, March 12, and May 14.

The year: 324 Board policies by June 8

Agenda item 2 | Third Fridays, 1:00 to 3:00, Board Room. Workshop, then first read at the next regular meeting, then adoption the meeting after.

Workshop	Sections	Policies	First read	Adoption	Note
Fri Sept 18	Highest need items (today)	20 documents	Oct 13	Nov 10	BCB and DJ-R first exposure Sept 15
Fri Oct 9	A Foundations, B Board Governance, C Administration	52	Nov 10	Dec 8	Codes to Julie Sept 28, packet Oct 2, pulls by Oct 7 noon
Fri Nov 20	D Fiscal, E Support Services, F Facilities	55	Dec 8	Jan 12	Caleb, Selena and Brad in the room
Fri Dec 11	K Community Relations, L Agency Relations	32	Jan 12	Feb 9	Moved off Dec 18 (ASBA Annual). Board to agree today
Fri Jan 15	G Personnel	38	Feb 9	Mar 9	Before spring contract notices. Board COI training this day
Fri Feb 19	I Instructional Program	59	Mar 9	Apr 13	Pamela and Eric in the room
Fri Mar 12	J Students, first half (JA to JI)	40	Apr 13	May 11	Moved off Mar 19 (spring break Mar 15 to 19). Board to agree today
Fri Apr 16	J Students, second half (JJ to end of J)	47	May 11	Jun 8	Last session that adopts by June 8
Fri May 21	Catch up, new ASBA advisories, Superintendent procedures				8 policies order procedures never written

288 regulations and exhibits are the Superintendent's to issue; the Board receives them as information items with each section.

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The procedures behind the policies: 13 I owe

Agenda item 2 | Regulations are not adopted by the Board. The Superintendent issues them under A.R.S. 15-341(F). No vote, no first read. They are listed so every policy arrives with the procedure that makes it real.

Workshop	Regulations issued with that section	Why
Sept 18	DJ-R purchasing ethics, food and beverage, plus the public purpose determination form	Issued Oct 13 with the chosen option
Oct 16	GCFC-R fingerprinting · GCO-R evaluations and contracts	Both out of cycle. See the note below
Nov 20	DKB-R salary deductions · EDC-R school owned materials · EEA-RB bus stop assignment · JLDB-R restraint and seclusion	JLDB-R pulled forward from April, with a training date
Dec 11	KJA-R relations with booster organizations	Boosters touch money and volunteers
Jan 15	Section G regulations confirmed against practice	No known gaps once GCFC-R and GCO-R are issued
Feb 19	IJJ-R textbook and supplementary materials · IHBE-R bilingual and native language instruction	IJJ-R is named by KEC and does not exist
Apr 16	JJJ-R activity eligibility · JLC-R student health services · JRD-R student photographs	All three ordered by policy, none written
May 21	Anything remaining, plus new ASBA advisories	Should be close to empty

Two are out of cycle on purpose. GCO-R must exist before GCO-RB is retired, because A.R.S. 15-537 requires the District to have an evaluation appeal procedure. JLDB-R moves up from April because restraint and seclusion is on the high consequence list.

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Today at a glance: nine agenda items, 20 documents

Slides run in the order of the posted agenda, 2.A through 2.I. The pile tells you what kind of direction each item needs.

ADOPT AS WRITTEN

- 2.B BCB and BCB-E, Board Member Conflict of Interest
- 2.B GBEAA and GBEAA-E, employee Conflict of Interest
- 2.D DGD, DGD-R, DGD-E, Credit Cards, with card limits to set

BOARD DECISION

- 2.C DJ, Purchasing Ethics, held September 15 over food pre-approval
- 2.C DJ-R, the delegation that answers that concern, issued with DJ October 13

RETIRE

- 2.E GCCB, GCL, GCMC: rescission motion Oct 13
- 2.E DFA-E: Superintendent retires, reported Oct 13
- 2.E GCO-RB: HOLD until GCO-R is issued

INFORMATION, SUPERINTENDENT ISSUES

- 2.F JF-R and the six admissions regulations, adopted Sept 15
- 2.G JLDB status and Regulation JLDB-R
- 2.H ACAA confirm, ACAA-R Title IX Coordinator
- 2.I October 9: Sections A, B and C, every code listed

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2.B Conflict of interest

BCB and BCB-E for Board members, GBEAA and GBEAA-E for employees. ASBA Policy Advisories 1067 and 1068. Neither reached this Board in August; first read October 13, adoption November 10.

BCB | Board Member Conflict of Interest

ADOPT AS WRITTEN

Agenda item 2.B | Ours adopted May 13, 2025 | ASBA Policy Advisory 1067, August 2026 | Reviewed from the current JCUSD text and the advisory redline

WHAT THE ADVISORY ADDS

- Annual conflict of interest training for every Board member: our policies, substantial and remote interest, who is a relative under A.R.S. 38-502(9), how and when to file, the duty to refrain, and the penalties.
- Each member signs the disclosure form (BCB-E) every January, within five days of starting a term, and within fifteen days of any change in circumstance.
- Training evidence and signed forms are kept under USFR and are open to public inspection, A.R.S. 38-509.
- The District investigates allegations of inadequate disclosure or improper participation.

WHAT STAYS THE SAME

- Voting restriction, employment limits, the small district substitute exception (Joseph City is under 600 students), purchases from Board members under 3,000 students, and the two year post-service employment restriction (ASBA keeps two years; recommend leaving it).

WHY IT MATTERS

- Our current text has no training, no annual form, and no investigation clause. The Auditor General's USFR questionnaire asks for all three.

UPDATES NEEDED

- Julie: signed BCB-E from all five members in January 2027; new members within five days of seating after the November election.
- Superintendent: Board training at the January 15 workshop, under an hour, ASBA Policy Services or counsel.
- Confirm whether 2026 forms are on file for the USFR questionnaire.

NEXT STEP

Not presented September 15. First read October 13, adoption November 10.

BCB | Proposed text, ASBA Policy Advisory 1067 (1 of 3)

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.

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.

BCB | Proposed text, ASBA Policy Advisory 1067 (2 of 3)

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

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BCB | Proposed text, ASBA Policy Advisory 1067 (3 of 3)

CROSS REF.:

BBBA - Board Member Qualifications

DJE - Bidding/Purchasing Procedures

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BCB-E | Board Member Disclosure Form | JCUSD text follows

ADOPT AS WRITTEN

Agenda item 2.B | No local issue date shown | ASBA Policy Advisory 1067 realigns the form to USFR

WHAT CHANGES

- One form, two paths: disclose a substantial interest and sign the statement of disqualification, or sign the statement of no conflict.
- Dated signature lines that match the policy's January, five day and fifteen day windows.

WHAT THE RECORD SHOWS

- The exhibit has never carried a local issue date, which usually means it was never formally put into use.
- Exhibits are administrative. No Board vote; it is reissued with the revised policy and reported as an information item.

UPDATES NEEDED

- Julie: collect one from each member every January and keep them in the special public inspection file the policy requires.
- No local edits.

NEXT STEP

Reissue with BCB. Information item October 13.

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BCB-E | Superintendent's Recommendation, JCUSD text (1 of 2)

Local decisions written into this document: Forms are filed with the Administrative Assistant to the Superintendent at the District Office and kept as a public record under A.R.S. 38-509.

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 the Administrative Assistant to the Superintendent, Joseph City Unified School District Office, 8176 Westover Avenue, Joseph City, Arizona 86032, 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

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

BCB-E | Superintendent's Recommendation, JCUSD text (2 of 2)

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.

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GBEAA | Conflict of Interest (employees)

ADOPT AS WRITTEN

Agenda item 2.B | Ours adopted May 12, 2026 | ASBA Policy Advisory 1068, August 2026 | Not yet presented to the Board

WHAT THE ADVISORY ADDS

- Annual written guidance becomes annual training for employees.
- The District remediates, not only investigates, inadequate disclosure or improper participation.
- Training records and signed GBEAA-E forms kept under USFR and open to inspection, A.R.S. 38-509.

WHAT WE ALREADY HAVE

- Our May 2026 version already requires annual written guidance, an annual signed disclosure form, and investigations. The delta is small; the recordkeeping is what the auditors test.

TIMING

- Advisory 1068 arrived in August and was not on the September 15 agenda. First read October 13, adoption November 10, together with the credit card family.

UPDATES NEEDED

- Lisa Rice: collect a 2026-27 GBEAA-E from every employee, with October payroll or at the next all-staff meeting, and keep the file.
- Add the August collection to the compliance calendar every year.
- Fold employee training into the same January session as the Board training.

NEXT STEP

First read October 13. Adoption November 10.

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GBEAA | Proposed text, ASBA Policy Advisory 1068 (1 of 2)

CONFLICT OF INTEREST

Employment of Close Relatives

The Superintendent, Pprincipals, 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.

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GBEAA | Proposed text, ASBA Policy Advisory 1068 (2 of 2)

Eeach employee shall annually complete and sign the District's Cconflict-of- Iinterest Ddisclosure Fform (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.

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 | Employee Disclosure Form | JCUSD text follows

ADOPT AS WRITTEN

Agenda item 2.B | No local issue date shown | ASBA Policy Advisory 1068 realigns the form to USFR

WHAT CHANGES

- The form is realigned to the USFR disclosure form so that employee disclosures and Board member disclosures read the same way and file the same way.

WHAT THE RECORD SHOWS

- No local issue date. Reissue with GBEAA and put it into the annual cycle.

UPDATES NEEDED

- Lisa Rice keeps the file.
- Every employee signs annually; new hires sign at onboarding.
- No local edits.

NEXT STEP

Reissue with GBEAA. Information item October 13.

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GBEAA-E | Superintendent's Recommendation, JCUSD text (1 of 2)

Local decisions written into this document: Forms are filed with the Administrative Assistant to the Superintendent at the District Office and kept as a public record under A.R.S. 38-509. The $300 gift rule of A.R.S. 15-213 is added to annual employee training.

§ 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 the Administrative Assistant to the Superintendent, Joseph City Unified School District Office, 8176 Westover Avenue, Joseph City, Arizona 86032, 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

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.

GBEAA-E | Superintendent's Recommendation, JCUSD text (2 of 2)

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 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

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2.C Purchasing ethics, and the item the Board held Tuesday

DJ was held September 15 so that food purchases would not need Board approval one at a time. DJ-R is the delegation that fixes it.

DJ | Purchasing Ethics

BOARD DECISION

Agenda item 2.C | Adopted July 8, 2025 | Held by the Board September 15 pending a delegation | ASBA Policy Advisory 1066 is the companion regulation

WHY THE BOARD HELD IT TUESDAY

- Seventeen of the eighteen advisory policies were adopted September 15. DJ was held until October at the Board's request.
- The concern on the record: as written, every District food purchase, a teacher training, a staff lunch, would come to the Board for approval in advance.
- The Board asked for a delegation resolution so those approvals sit with the Superintendent inside written limits.

WHAT THE POLICY ITSELF SAYS

- A.R.S. 15-213 gift and benefit rules: $300 or more is a Class 6 felony, under $300 a Class 1 misdemeanor, for both the giver and the receiver.
- Food and beverages at District events are allowed as the Constitution, travel law, grants and ADE policy allow. That sentence is the hook for DJ-R.

THE ANSWER IS THE NEXT SLIDE

- DJ-R is the delegation the Board asked for. It names the events, sets the limits, and puts the approval with the Superintendent. Only purchases outside the parameters come to the Board.
- Recommend: adopt DJ October 13 and receive DJ-R the same night, as one package, so the policy never again reads as if every sandwich needs a vote.

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UPDATES NEEDED

- Superintendent: issue DJ-R with the October 13 packet, not after it.
- Julie: October 13 agenda item reads DJ adoption with DJ-R received as information, one item.
- Put the $300 rule in the annual employee conflict of interest training.

NEXT STEP

Adopt DJ October 13 together with DJ-R. Direction today on whether the package answers Tuesday's concern.

DJ | Current JCUSD text, adopted July 8, 2025, held by the Board September 15 (1 of 2)

Adopted: Tuesday, July 8, 2025

Governing Board

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

The Governing Board may provide food and beverages at School District events, including official school functions and trainings, as allowed by the Arizona Constitution, laws pertaining to travel and subsistence, gifts, grants (including federal grants), or devises, and policies of the Department of Education.

Personal Gift or Benefit

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

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

Definitions

For the purpose of this policy, a *gift or benefit* means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property. A *gift or benefit* does not include an item of nominal value such as a greeting card, t-shirt, mug or pen. A *gift* or *benefit* does not include food or beverage, or expenses or sponsorships relating to a special event or function to which individuals involved in procurement and purchasing are invited.

Reprisals

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

Adopted: Tuesday, July 8, 2025

DJ | Current JCUSD text, adopted July 8, 2025, held by the Board September 15 (2 of 2)

LEGAL REF.: A.R.S. 15-213 15-323 15-341 15-342 38-501 to 38-511 A.A.C. R7-2-1001 to R7-2-1003 R7-2-1308 Article IX, section 7, Constitution of Arizona Policies adopted by the Department of Education

CROSS REF.: DJE - Bidding/Purchasing Procedures GBEAA - Staff Conflict of Interest

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DJ-R | Purchasing Ethics Regulation (new) | JCUSD text follows

Agenda item 2.C | New regulation, not yet in our manual | ASBA Policy Advisory 1066, August 2026 | Presented September 15 under 9.C, information item

BOARD DECISION

WHAT IT DOES

- Names the events where District funds may buy food and beverages: Board meetings and workshops, emergency operations, leadership meetings, new employee orientation, District training, recruitment, beginning and end of year events, parent teacher conferences, and student activities approved by the Superintendent.
- The paying fund is identified in writing before each purchase; every purchase is documented under USFR; no alcohol; administrative procedures delegated to the Superintendent under A.R.S. 15-341(F).

TWO CHOICES, BOTH MADE AND WRITTEN INTO THE JCUSD TEXT THAT FOLLOWS

- Expense limits: Option 1 ties per person and per meal limits to the State of Arizona Accounting Manual. Option 2 has the District write its own dollar amounts. Recommend Option 1: it moves with the state manual, it is what auditors test against, and it never needs a Board revisit.
- The event list: add a tenth item, District hosted community events approved by the Superintendent, so the Family History Festival and the Christmas program are not an exception every year. Student activity travel meals are already covered by item I.

UPDATES NEEDED

- Build a one line pre-authorization form: event, date, fund, estimated cost, approved by, receipt attached.
- Train it together with the credit card regulation, since most of these purchases go on the BMO card.
- Selena and Caleb review the event list before issue.

NEXT STEP

Issue with DJ on October 13 so the Board adopts the policy and the delegation together. Option 1, community events added.

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DJ-R | Superintendent's Recommendation, JCUSD text (1 of 2)

Local decisions written into this document: Option 1, State Accounting Manual limits. Joseph City at the $58 standard tier. A tenth authorized event, District-hosted community events. A one-page pre-authorization form as the written approval.

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

Joseph City Unified School District food and beverage purchases shall comply with Governing Board Policy DJ and shall receive advance written authorization from the Superintendent for the events and within the expense limits set out below. Governing Board approval is required in advance for any purchase outside 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.

J. District-hosted community events approved by the Superintendent, including but not limited to the Family History Festival and the Christmas program.

Expense Limitations

Food and beverage purchases shall not exceed the per-person and per-meal limits set forth in the State of Arizona Accounting Manual (SAAM), Topic 50, Section 95, as published by the General Accounting Office and as amended. For purchases within the District, the standard (unlisted location) tier applies. As of the January 27, 2025 issuance that tier is $58 per person per day, allocated $12 breakfast, $14 lunch and $32 dinner. The Business Office shall confirm the current SAAM figures before each fiscal year and publish them with the District Travel Expense Guide.

Advance Authorization

Before any purchase under this regulation, the requesting administrator shall submit the District Food and Beverage Pre-Authorization Form (one page) to the Superintendent stating the event, the date, the number of persons, the fund to be charged, and the estimated cost. The Superintendent's written approval on that form is the advance authorization required by Policy DJ. The itemized receipt is attached to the form after the event and the form is retained with the payment record.

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 on the pre-authorization form. 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 retain it in accordance with the records retention schedules.

No District funds shall be expended for alcoholic beverages.

Delegation

DJ-R | Superintendent's Recommendation, JCUSD text (2 of 2)

Pursuant to A.R.S. 15-341(F), the Governing Board delegates to the Superintendent the authority to prescribe any administrative procedures necessary to implement this regulation. Purchases outside the events and limits above require Governing Board approval in advance.

Legal reference: A.R.S. 15-213, 15-341, 15-342; Arizona Constitution Article IX, Section 7; Uniform System of Financial Records; State of Arizona Accounting Manual Topic 50, Section 95. Cross reference: Policy DJ, Policy DKC, Regulation DKC-R.

2.D Credit cards

DGD, DGD-R and DGD-E. ASBA Policy Advisory 1065. Adopt as written, with card limits confirmed by the Business Office before the regulation issues.

DGD | Credit Cards

ADOPT WITH LOCAL DECISIONS

Agenda item 2.D | Ours adopted July 8, 2025 | ASBA Policy Advisory 1065, August 2026 | Not yet presented to the Board

WHAT THE ADVISORY ADDS, FROM THE USFR CARD QUESTIONNAIRE

- Defined dollar limits based on the card or transaction type.
- A complete list or log of card users, to track possession and to identify who needs training.
- No cash withdrawals and no personal expenditures. Ours prohibits personal use only.
- Every card user signs an agreement; the District retains the signed agreements.
- Annual training for card users and for staff who process card transactions, with dated attendance records.

WHY THIS WEEK

- The Auditor General's card sample is due Thursday. Their questions are the five items above. The August BMO statement was $17,989.63 including a $5,304.16 MacBook Pro, and the card declined twice in September, so bank limits and our actual use are not aligned.

LOCAL DECISION: THE LIMITS

- Starting point for the Business Office to confirm: $10,000 per month on the business office card, $2,500 per month on any travel card, $2,500 single transaction, technology and anything above the limit by purchase order.

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UPDATES NEEDED

- Selena and Caleb confirm the limits and the cardholder list before the regulation is issued.
- Every cardholder re-signs the agreement in October.
- Annual card training scheduled with the January conflict of interest training.
- Align the bank's limits to the policy limits.

NEXT STEP

First read October 13. Adoption November 10. DGD-R and DGD-E issued the same meeting.

DGD | Proposed text, ASBA Policy Advisory 1065

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: _____
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
advice. You may wish to consult an attorney for further explanation.

DGD-R | Credit Cards Regulation | JCUSD text follows

INFORMATION, SUPERINTENDENT ISSUES

Agenda item 2.D | No local issue date shown | Revised by ASBA Policy Advisory 1065 | Issued by the Superintendent

WHAT THE REVISED REGULATION REQUIRES

- The employee issuing cards keeps the card user log and tracks possession.
- Physical security of cards; cancellation on loss, theft, misuse, separation, or when no longer needed.
- Card and transaction limits written in: $10,000 a month on the Business Office card, $2,500 a month on a travel card, $2,500 per transaction, technology by purchase order, no cash. Pending Business Office confirmation.
- Signed agreements retained; annual training for users and processors; dated training records.

QUESTIONS FOR THE BUSINESS OFFICE BEFORE ISSUE

- Who holds a District card today, and is there a written log?
- Are signed agreements on file for each cardholder?
- What are the bank's current monthly and single transaction limits on each card, and who can change them?
- Is the statement paid inside the cycle so no interest or fees accrue, as the policy requires?
- What caused the two September declines?

UPDATES NEEDED

- Selena: answer the five questions in writing by October 2.
- Superintendent: fill in the limits and issue with the policy.
- Card log and agreements in one binder for the auditors.

NEXT STEP

Superintendent issues. Information item October 13.

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DGD-R | Superintendent's Recommendation, JCUSD text (1 of 5)

Local decisions written into this document: Dollar limits written in: $10,000 a month on the Business Office card, $2,500 a month on any travel card, $2,500 per transaction, technology by purchase order, no cash. A written card log. Pending Business Office confirmation of the bank's settings.

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

DGD-R | Superintendent's Recommendation, JCUSD text (2 of 5)

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.

Credit/Procurement Card

Purchasing Limitations

The following limits are established by the Superintendent and apply until revised in writing. They are stated here so that every card holder, the Business Office and the auditors read the same numbers. PENDING: the Business Office confirms these figures against the bank's card settings before this regulation issues.

A. Business Office card: $10,000 per month.

B. Any travel card: $2,500 per month.

C. Any single transaction on any card: $2,500.

DGD-R | Superintendent's Recommendation, JCUSD text (3 of 5)

D. Technology hardware and software of any amount, and any purchase above the single transaction limit, shall be made by purchase order and not by card.

E. No cash withdrawals or cash advances on any District card.

The Business Office shall maintain a written card log: the card holder, the card's last four digits, the date issued, the monthly and single transaction limits, the date of the signed Card Holder User Agreement (Exhibit DGD-E), and the date of the most recent training. The log is updated on issue, on return, and on any change in limits, and is available to the auditors on request.

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.

DGD-R | Superintendent's Recommendation, JCUSD text (4 of 5)

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 Iinternet, 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:

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

DGD-R | Superintendent's Recommendation, JCUSD text (5 of 5)

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 | Card Holder Agreement | JCUSD text follows

INFORMATION, SUPERINTENDENT ISSUES

Agenda item 2.D | No local issue date shown | Revised by ASBA Policy Advisory 1065

WHAT THE NEW AGREEMENT SPELLS OUT

- Authorized card use and the purchasing and documentation requirements.
- No cash withdrawals, no personal expenditures.
- Possible personal liability and wage withholding to the extent permitted by law.
- Disciplinary consequences for misuse.

OURS TODAY

- A short acknowledgment of the policy. The new form is specific enough to stand on its own in a personnel file.

UPDATES NEEDED

- Every current cardholder signs the new form in October.
- Copies to the personnel file and to the business office.
- No local edits.

NEXT STEP

Reissue with the policy. Information item October 13.

DGD-E | Superintendent's Recommendation, JCUSD text

Local decisions written into this document: Joseph City name and the specific limits from DGD-R stated on the form the card holder signs.

By my signature I acknowledge that I have read and understand Joseph City Unified School District No. 2 Policy DGD, Credit Cards, and Regulation DGD-R, and that I have been given the opportunity to ask questions about the requirements governing card use.

I agree to use the District credit/procurement card only for authorized District purposes. I will not use the card for cash withdrawals, cash advances, or personal purchases of any kind.

I acknowledge the purchase limits that apply to the card issued to me: $_____ per month and $_____ per single transaction, and that technology purchases and any purchase above the single transaction limit must be made by purchase order and not by card. I acknowledge the advance purchasing approval requirements, the purchase documentation required for every transaction, and the District's payment process as explained in my training on _____ (date).

I authorize the District to withhold from my wages 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 law, rule, or District policy or regulation, including any penalties and interest.

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

I will return the card to the Business Office immediately on request, on separation from employment, or on a change in my assignment that ends my need for the card.

Signature: _____ Position: _____

Printed name: _____ Date signed: _____

Card, last four digits: _____ Issued by (Business Office): _____ Date: _____

2.E Retire

Five documents ASBA has directed be removed because their content was merged elsewhere. Three need a Board rescission motion in October, one the Superintendent retires, and one has to wait.

DFA-E and GCO-RB | One retires now, one waits

Agenda item 2.E | ASBA Policy Advisories 1032 and 1015, April 2026 | Exhibits and regulations are the Superintendent's to remove

RETIRE

DFA-E | Support Staff Qualifications and Requirements Exhibit

- PA 1032: merged into Exhibit GCFC-E, Fingerprinting Requirements.
- GCFC-E exists in our manual. Confirm it carries the April 2026 language before removal so nothing is lost.
- Exhibit: the Superintendent retires it and reports it October 13. No vote.

HOLD

GCO-RB | Evaluation of Professional Staff, Regulation B (Appeal of Evaluation)

- PA 1015: combined into Regulation GCO-R. Our manual has no GCO-R; it has GCO-RA (Teacher Evaluation, undated) and this GCO-RB.
- Removing GCO-RB now would leave the District with no written evaluation appeal procedure, which A.R.S. 15-537 requires.
- Do not retire yet. GCO-R is drafted, JCUSD text follows, and issues with the October regulations: GCO-RA plus the appeal section, verbatim. GCO-RB and GCO-RA retire the day it issues.
- Before issue: reconcile against ASBA's April 2026 GCO-RA redline in PA 1015.

DFA-E | Current JCUSD exhibit, proposed for retirement (merged into GCFC-E)

Adopted: not shown on page

EXHIBIT

SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

Remove per PA 1032 - April 2026 (Merged with Exhibit GCFC-E.)

47

GCCB, GCL, GCMC | Merged elsewhere

RETIRE

Agenda item 2.E | ASBA Policy Advisories 994, 1012 and 1013, April 2026 | Merge targets adopted May 12, 2026

GCCB

Professional and Support Staff Personal, Emergency and Religious Leave

PA 994: merged into Policy GCCA, Types of Leaves.

GCCA adopted May 12, 2026. Nothing is lost.

GCL

Professional Staff Schedules and Calendars

PA 1012: merged into Policy GCMF, Duties and Responsibilities.

GCMF adopted May 12, 2026. Nothing is lost.

GCMC

Professional Staff Meetings

PA 1013: merged into Policy GCMF, Duties and Responsibilities.

GCMF adopted May 12, 2026. Nothing is lost.

Next step: one rescission motion for all three at the October 13 regular meeting. Julie removes them from PolicyBridge after the vote. Until then the manual says the same thing twice in three places, which is untidy but not harmful.

GCCB | Current JCUSD text, proposed for retirement (merged into GCCA)

Adopted: not shown on page

Remove per PA 994 - April 2026 (Merged with Policy GCCA.)

49

GCL | Current JCUSD text, proposed for retirement (merged into GCMF)

Adopted: not shown on page

Remove per PA 1012 - April 2026 (Merged with Policy GCMF.)

50

GCMC | Current JCUSD text, proposed for retirement (merged into GCMF)

Adopted: not shown on page

Remove per PA 1013 - April 2026 (Merged with Policy GCMF.)

51

GCO-RB | What the manual currently holds under GCO-RB. Hold.

Adopted: not shown on page

REGULATION

EVALUATION OF PROFESSIONAL STAFF MEMBERS

(Procedures for Appeal of Evaluation)

Remove per PA 1015 - April 2026 (Combined with Regulation GCO-R.)

52

GCO-R | Superintendent's Recommendation, JCUSD text (1 of 4)

Local decisions written into this document: The current JCUSD teacher evaluation regulation and the former appeal procedure combined into one document, as the advisory directs. Appeal section preserved verbatim. Redline reconciliation before issue.

§ Performance Classifications

Teachers shall be evaluated using the following four (4) performance classifications: Highly Effective, Effective, Developing, and Ineffective. The teacher performance evaluation system shall be designed to improve teacher performance and improve student achievement. The instrument shall include the use of quantitative data on the academic progress for all students, and that data shall account for between twenty (20) percent and thirty-three (33) percent of the evaluation outcomes. The objectives of the evaluation system are to improve instruction and maintain instructional strengths.

In accordance with A.R.S. 15-537, the Governing Board shall adopt teacher evaluation policies in a public meeting, following opportunities for public discussion.

Teacher Participation

The Governing Board shall involve certificated teachers in the development and periodic evaluation of the teacher performance evaluation system.

Evaluation Process

Certificated Teachers

The District's teacher evaluation system shall:

A. Provide at least one (1) annual evaluation of each certificated teacher by a qualified evaluator, unless the teacher is participating in an alternative cycle as provided in A.R.S. 15-537(B).

B. Incorporate quantitative data on the academic progress of all students, accounting for between twenty (20) percent and thirty-three (33) percent of evaluation outcomes. The District shall implement a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete years.

C. Include at least two (2) actual classroom observations of a complete and uninterrupted lesson by a qualified evaluator, with at least sixty (60) calendar days between the first and last observations.

1. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

2. An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one (1) week or more.

GCO-R | Superintendent's Recommendation, JCUSD text (2 of 4)

3. Each evaluation shall include recommendations as to areas of improvement in the performance of a certificated teacher if performance warrants improvement. After transmittal of an evaluation, the qualified evaluator or other Board designee shall confer with the teacher to make specific recommendations as to areas of improvement in the teacher's performance. The qualified evaluator or other Board designee shall provide professional development opportunities for the certificated teacher to improve performance and follow up after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

4. The requirement of a second classroom observation may be waived for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

D. Require that written feedback be provided to the teacher within ten (10) business days after each observation.

E. Require that the results of an annual evaluation be in writing or electronic format and a copy provided to the teacher within five (5) days after completion.

F. Permit the teacher to submit a written reaction or response to the evaluation.

G. Maintain the confidentiality of evaluation reports and performance classifications, releasing them only as authorized by law. Copies of the evaluation report and performance classifications of a certificated teacher retained by the Governing Board and the Department of Education are confidential, do not constitute a public record and shall not be released or shown to any person except: 1) to the certificated teacher; 2) to authorized District officers and employees for personnel matters; 3) to school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes (and any district or charter school receiving the information shall use it solely for employment purposes and shall not release it or allow access to it by any other person or entity); and 4) for introduction in evidence or discovery in a court action as provided by law.

H. If the evaluation is used as criteria for establishing compensation, permit the teacher to appeal the evaluation pursuant to appeal procedures adopted by the Governing Board.

I. Include specific and reasonable plans for the improvement of teacher performance.

J. Include training requirements for qualified evaluators, as prescribed by the Governing Board.

The District may permit an alternative performance evaluation cycle subject to the following:

A. Expedited reviews shall be conducted in years when a formal evaluation is not required and may include factors such as teamwork and support for lower-performing teachers.

B. Teacher performance may be classified in categories that include teamwork and support for lower-performing teachers.

C. Only teachers who have been evaluated and designated in the highest performance classification for at least three (3) consecutive years by the same school district may participate.

D. A teacher who does not maintain the highest performance classification shall return to the regular evaluation cycle.

GCO-R | Superintendent's Recommendation, JCUSD text (3 of 4)

Preliminary Notice of Inadequacy:

A. A teacher whose performance is found inadequate shall be issued a preliminary notice of inadequacy of classroom performance if dismissal or nonrenewal is being considered. The notice shall specify the deficiencies and provide at least forty-five (45) instructional days to correct them.

B. A preliminary notice may be issued by the Superintendent or another authorized employee of the Governing Board, and its issuance shall be reported to the Governing Board within ten (10) school days.

C. Each notice shall be accompanied by a performance improvement plan.

D. The Governing Board shall adopt a definition of inadequacy of classroom performance aligned with the performance classifications.

Nonrenewal/Dismissal:

A. The Governing Board shall issue notices of dismissal or nonrenewal as required by law.

B. Notices shall include a copy of relevant evaluations and state the reasons for dismissal or nonrenewal.

C. Notices shall be delivered personally or sent by registered or certified mail to the teacher's address of record.

D. No notice of dismissal or nonrenewal based on inadequacy shall be issued until the statutory observation and performance plan process has been completed.

Contracts:

A. The Governing Board shall offer contracts to certificated teachers as provided in statute, except where proper notice of dismissal or nonrenewal has been given.

B. Teachers must accept contracts within fifteen (15) business days after receipt, or the offer is revoked. Receipt is deemed to occur when the contract is personally delivered, placed in the school-provided mailbox (including e-mail), or two (2) days after being placed in the U.S. mail. Acceptance occurs by signing and returning the contract or by delivering a written instrument accepting its terms.

C. A continuing teacher designated in the lowest performance classification for the current school year shall become a probationary teacher for the subsequent school year and shall remain probationary until designated in one (1) of the top two (2) performance classifications.

***Principals, Administrators, and

Psychologists:***

A. The evaluation system for certificated school psychologists shall include all components required by A.R.S. 15-503.

B. On or before May 15, the Governing Board shall offer a contract for the next school year to each certified administrator and certificated school psychologist who is in the last year of their contract, unless notice of nonrenewal is given on or before April 15.

C. Notice of nonrenewal shall be delivered personally or sent by certified mail, postmarked on or before the statutory deadline.

D. The administrator's or certificated school psychologist's acceptance of the contract shall be indicated within thirty (30) days after the date of the written contract or the offer is revoked. The administrator or certificated school psychologist accepts the contract by signing and returning the contract to the Governing Board or by making a written instrument that accepts the terms of the contract and delivering it to the Governing Board.

Appeal of Evaluation (incorporated from former Regulation GCO-RB, per ASBA Policy Advisory 1015)

55

GCO-R | Superintendent's Recommendation, JCUSD text (4 of 4)

When an evaluation is used as the criterion for establishing a teacher's compensation, the teacher will be so informed at the conference where the evaluation is discussed.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal to the Superintendent no later than ten (10) days after the conference where the disputed evaluation is discussed.

The appeal to the Superintendent shall be limited to the sole issue of how the evaluation procedure used is at variance from the Board-adopted procedure. The burden of proof is on the teacher and the appeal may consist of a paper review. The decision of the Superintendent shall be final and not subject to further appeal or review.

Note on Issue

ASBA Policy Advisory 1015 (April 2026) also revised the evaluation regulation itself, including the preliminary notice of inadequacy provisions. Before this regulation issues, the Superintendent shall reconcile the text above against the April 2026 redline so that GCO-R carries the current model language plus the appeal section. On issue, Regulations GCO-RA and GCO-RB are retired.

2.F Admissions and residency regulations

Seven regulations adopted September 15 with the advisory batch. Implementation: who owns the forms, the liaisons, and the open enrollment timeline before the October 1 count.

Admissions and residency regulations

INFORMATION, SUPERINTENDENT ISSUES

Agenda item 2.F | JF-R, JFAA-R, JFAB-R, JFABC-R, JFABD-RB, JFABDA-RB, JFB-RB | On the September 15 agenda for adoption (8.G)

WHY THEY ARE HERE

- The August 13 reconciliation found seven documents missing from our manual; six govern admissions, residency, transfers, homeless students and students in foster care, and the seventh is the open enrollment regulation. All seven were in the September 15 batch.
- These are the documents an enrollment dispute or a records request asks to see.

WHAT EACH ONE ASSUMES ALREADY EXISTS

- JFAA-R and JFAB-R rely on the residency forms JFAA-EA and JFAA-EB (adopted 2021). Are those the forms the offices actually use at registration, and were they used this year?
- JFABD-RB and Exhibit JFABD-EA require a named homeless liaison, posted.
- JFABDA-RB and Exhibit JFABDA-EA require a foster care point of contact.
- JFB-RB requires open enrollment capacity by grade and program and a published application timeline before the spring window.

UPDATES NEEDED

- Julie Mills: residency forms and the October 1 count.
- Pamela Dean: homeless liaison and foster care point of contact named and posted.
- Superintendent: open enrollment capacity and timeline.
- Names filled in before October 13.

NEXT STEP

Owners assigned today. Forms in use before the October 1 count. Information item October 13.

58

Admissions and residency regulations | Adopted September 15. Implementation.

What they are. The August 13 reconciliation found seven documents missing from our manual; six govern admissions, residency, transfers, homeless students and students in foster care, and the seventh is the open enrollment regulation. All seven were in the September 15 adoption batch.

Implementation questions, because these regulations assume things exist.

1. Residency documentation forms JFAA-EA and JFAA-EB (adopted 2021) are the forms JFAA-R and JFAB-R rely on. Are they the forms the offices actually use at registration, and were they used for this year's enrollment? The October 1 count depends on residency being documented. 2. JFABD-RB and Exhibit JFABD-EA require a named homeless liaison. Who is the District's McKinney-Vento liaison this year, and is the name posted? 3. JFABDA-RB and JFABDA-EA require a foster care point of contact. Same question. 4. JFB-RB, open enrollment, requires the District to set capacity by grade and program and publish the application timeline. That is the mechanism behind our nonresident enrollment and it should exist in writing before the spring open enrollment window.

Recommendation. Assign owners in the room Friday: Julie Mills for residency forms and the count, Pamela Dean for the homeless and foster care liaison designations, the Superintendent for open enrollment capacity. Information item October 13 with the names filled in.

Current text: see the attached ASBA advisory; this document is not yet in the JCUSD manual.

JFB-RB | Current JCUSD text, adopted September 15, 2026

REGULATION

OPEN ENROLLMENT

(Open Enrollment-Determined Capacities)

Pursuant to A.R.S. 15-816 *et seq*., and District Policy JFB, the following classroom capacities are established in the Joseph City Unified School District for the 2016-2017 school year effective approval by the Governing Board.

All enrollment capacities are based on in-District, resident students. The capacity establishes limits for non-resident, open enrollment students only.

Staffing decisions are based on resident student requirements.

The capacity specified below for any grade level classroom is based on regular education category students. Students with special needs included in the regular classroom will count toward the capacity limit in direct relation to the weighting factor used to calculate their average daily membership (ADM). Students requiring special services will be accepted under these capacity limits only if the required services are currently part of the District's programming.

Elementary (PK-6) Capacity:

Grade Classroom S:T Grade Lvl. Cap. School

PK Preschool enrollment is generally restricted to District residents only.

Special needs students will not be charged tuition.

K (Full or Half) 20:1 No. of teachers *times* 20

1st 22:1 No. of teachers *times* 22

2nd 22:1 No. of teachers *times* 22

3rd 30:1 No. of teachers *times* 30

4th 30:1 No. of teachers *times* 30

5th 30:1 No. of teachers *times* 30

6th 30:1 No. of teachers *times* 30

Resource/Remedial 3:1 per grade

School limit

is the sum of

all grade level

capacities.

Junior High/High school. While no specific limit is applied to any grade level, administrators may reject nonresident applications when the capacities specified below for core program components would be exceeded by the addition of open enrollment students.

Core Program Component Section Cap.

English/Language Arts

Strong Writing Element 30:1

Mathematics 30:1

Science including Computer (Lab) 30:1

Resource/Remedial 3:1 per grade

2.G Restraint and seclusion

JLDB is current against A.R.S. 15-105. The regulation and the training were never done. What the Superintendent is issuing in October, and the training date.

JLDB | Restraint and Seclusion

STATUS REPORT

Agenda item 2.G | Adopted June 21, 2016, with Exhibits EA to ED | Checked against A.R.S. 15-105 as published September 15, 2026 | Both principals answered September 15

THE POLICY IS CURRENT

- Paragraph for paragraph, JLDB matches the statute. No amendment needed. The gap is the procedure the policy orders, which was never issued, and the training behind it.

WHAT THE TWO CAMPUSES REPORTED THIS WEEK

- High school: no seclusion, no restraints last year or this year, no law enforcement calls for behavior. Dan Bushman is certified in Handle With Care through August 2027 and is the district's only certified trainer.
- Elementary: two small rooms off the staff lounge hallway were used for seclusion last year. They are now the safe room and the care closet, and there is no seclusion room today. Restraints happened last year with no record kept. One this year, brief, documented by the principal. Nobody at the elementary currently holds a certification.
- Many IEPs and 504s reference a calming space or breaks. None should reference restraint.

REGULATION JLDB-R, ISSUING IN OCTOBER

- Who may restrain, prohibited techniques, whether seclusion is used at all (it is not, and the regulation will say so), Exhibit B before end of day, same day parent call, written documentation to the parent, copy to the Superintendent, IEP team notified, repeated use review, law enforcement in lieu. The elementary asked for three school days on written documentation instead of two; recommend three.

UPDATES NEEDED

- Training: Dan Bushman trains all elementary teachers in October. Aides to follow. High school cohort named: Bushman, Miller, Hutchens, Smith.
- Superintendent issues JLDB-R with the four exhibits and adds it to the SPED manual.
- Budget a second certified trainer.

NEXT STEP

No Board action. Training in October. Regulation reported October 13.

62

JLDB | Current JCUSD text, adopted June 21, 2016. No change proposed. (1 of 2)

Adopted: June 21, 2016

Restraint and seclusion are not to be used as disciplinary consequences.

A school may permit the use of restraint or seclusion techniques on any pupil if both of the following apply:

A. The pupil's behavior presents an imminent danger of bodily harm to the pupil or others.

B. Less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.

If a restraint or seclusion technique is used on a pupil:

A. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion technique is in use.

B. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.

C. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques unless an emergency situation does not allow sufficient time to summon trained personnel.

D. The restraint technique employed may not impede the pupil's ability to breathe.

E. The restraint technique may not be out of proportion to the pupil's age or physical condition.

Schools may establish policies and procedures for the use of restraint or seclusion techniques in a school safety or crisis intervention plan if the plan is not specific to any individual pupil.

Schools shall establish reporting and documentation procedures to be followed when a restraint or seclusion technique has been used on a pupil. The procedures shall include the following requirements:

A. School personnel shall provide the pupil's parent or guardian with written or oral notice on the same day that the incident occurred, unless circumstances prevent same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four (24) hours after the incident.

B. Within a reasonable time following the incident, school personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.

C. Schools shall review strategies used to address a pupil's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the pupil during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment.

If a school district or charter school summons law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures established under the paragraph above. School resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by their law enforcement agency.

JLDB | Current JCUSD text, adopted June 21, 2016. No change proposed. (2 of 2)

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection b, paragraph 3.)

The District authorizes the use of these definitions which are included in A.R.S. 15-105:

A. "Restraint" means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices. Restraint does not include any of the following:

1. Methods or devices implemented by trained school personnel or used by a pupil for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.

2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a pupil to comply with a reasonable request or to go to a safe location.

3. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.

4. Physical force used to take a weapon away from a pupil or to separate and remove a pupil from another person when the pupil is engaged in a physical assault on another person.

B. "School" means a school district, a charter school, a public or private special education school that provides services to pupils placed by a public school, the Arizona State Schools for the Deaf and the Blind and a private school.

C. "Seclusion" means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.

Adopted: June 21, 2016

LEGAL REF.: A.R.S. 13-403 et seq. 13-2911 15-105 15-341 15-342 15-841 15-842 15-843 15-844

CROSS REF.: GBEB - Staff Conduct JIC - Student Conduct JK - Student Discipline JKA - Corporal Punishment JKD - Student Suspension JKE - Expulsion of Students

JLDB-R | Superintendent's Recommendation, JCUSD text (1 of 2)

Local decisions written into this document: The District does not use seclusion. No prone or supine floor holds and no mechanical restraint. Written parent documentation within three school days. Trained-staff roster by campus, four adults per campus minimum. Elementary training October 2026, Handle With Care. Annual aggregate report to the Board.

§ Purpose

This regulation implements Policy JLDB, Restraint and Seclusion, and A.R.S. 15-105. It states who may use restraint in Joseph City schools, what is prohibited, how every incident is documented and reported, and how staff are trained. Policy JLDB is current against the statute and is not changed by this regulation.

Definitions

Restraint and seclusion have the meanings given in A.R.S. 15-105 and Exhibit JLDB-EA. Restraint does not include the four exclusions in the statute: therapeutic or medical devices, temporary touching or holding to guide a student, brief holding to calm or comfort a student, or physical force to take a weapon or to separate students in a physical altercation. A voluntary calming space or break location that a student may leave, used under a student's plan, is not seclusion.

Seclusion

The District does not use seclusion. No student shall be confined alone in a room or area from which the student is physically prevented from leaving. Rooms formerly used for that purpose at the elementary school have been repurposed and shall not be returned to that use.

Who May Use Restraint

Restraint may be used only by staff who hold a current certification in the District's adopted crisis intervention program (currently Handle With Care), and only when the student's behavior presents an imminent danger of bodily harm to the student or others and less restrictive interventions appear insufficient. Each principal shall keep a roster of currently certified staff on that campus, updated each August and after each training. In an emergency that does not allow time to summon certified staff, any staff member may act as the statute permits, and the incident is documented in the same way.

Prohibited Techniques

No restraint shall impede a student's ability to breathe. In addition, and as a local standard stricter than the statute, no staff member shall use a prone (face down) or supine (face up) floor hold, and no mechanical restraint of any kind shall be used. Any restraint shall be proportionate to the student's age and physical condition, shall be continuously visually observed by an adult, and shall end as soon as the danger ends.

Documentation and Notification

A. Exhibit JLDB-EB, the incident documentation form, shall be completed by the staff involved before they leave campus on the day of the incident.

B. The principal shall review and sign the form the same day and shall make a good faith effort to notify the parent or guardian orally the same day, or within twenty-four hours if circumstances prevent same-day contact, recording the attempt and the contact on Exhibit JLDB-EC.

C. A copy of the completed form shall be delivered to the Superintendent within one school day.

D. Written documentation of the incident shall be provided to the parent or guardian within three school days. This is the reasonable time set by the District under A.R.S. 15-105.

JLDB-R | Superintendent's Recommendation, JCUSD text (2 of 2)

E. A copy shall be placed in the student's education record. For a student with an IEP or Section 504 plan, the Director of Special Education Services and the student's IEP or 504 team shall be notified the same day.

Repeated Use

A second restraint of the same student within a school year triggers the review described in Exhibit JLDB-ED within ten school days. The review shall consider whether a functional behavior assessment is needed and whether the student's plan should be revised. For a student with an IEP, the review is conducted as an IEP team meeting.

Law Enforcement in Lieu of Restraint

If law enforcement is summoned to respond to a student's behavior instead of a restraint being used, the same documentation, notification and review requirements apply.

Training

A. The District's certified trainer shall train a fall cohort on each campus so that every wing of each building, including the front office, has at least two trained adults, and no fewer than four trained adults per campus. The elementary cohort trains in October 2026; aides follow as scheduling allows.

B. Certificates are kept in personnel files. The Superintendent shall budget for a second certified trainer.

C. The Superintendent shall report to the Governing Board each year, in aggregate and without student identifiers, the number of restraint incidents, the number of students involved, and the number of trained staff.

Special Education Manual

This regulation and Exhibits JLDB-EA through JLDB-ED shall be incorporated into the District Special Education Manual.

Legal reference: A.R.S. 15-105, 15-341, 15-843. Cross reference: Policy JLDB; Exhibits JLDB-EA, EB, EC, ED; Policy JK.

JLDB-EA | Exhibit A, definitions and instructions. Current, no local issue date.

JLDB-EA — EXHIBIT: RESTRAINT AND SECLUSION

EXHIBIT

RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION

This form must be completed when school personnel have used a restraint or seclusion technique with a student.

Referral to Law Enforcement: School personnel are required to comply with the reporting, documentation and review procedures required by A.R.S. 15-105 if the school district summoned law enforcement instead of using a restraint or seclusion technique on the student.

Applicable Definitions: For purposes of determining whether this form must be completed, the following definitions apply:

Restraint means any method or device that immobilizes or reduces the ability of a student to move the student's torso, arms, legs or head freely, including physical force or mechanical devices.

Restraint does *not* include any of the following;

1. Methods or devices implemented by trained school personnel or used by a student for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.

2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student to comply with a reasonable request or to go to 'a safe location.

3. The brief holding of a student by one adult for the purpose of calming or comforting the student.

4. Physical force used to take a weapon away from a student or to separate and remove a student from another person when the student is engaged in a physical assault on another person.

Seclusion means the involuntary confinement of a student alone in a room from which egress is prevented.

Seclusion does *not* include the use of a voluntary behavior management technique, including a timeout location, as part of a student's education plan, individual safety plan, behavioral plan or individualized education program (IEP) that involves the student's separation from a larger group for purposes of calming.

Notification to Parents: Check the appropriate box.

☐ School personnel provided the student's parent/guardian with written or oral notice on the same day the incident occurred; or

☐ Circumstances prevented same day notification to the student's parent/guardian of the incident. Notice will provided within twenty-four (24) hours after the incident.

Student: _____ Student ID: _____ First Middle Last

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JLDB-EB | Exhibit B, incident documentation form. Current, no local issue date. (1 of 2)

JLDB-EB — EXHIBIT: RESTRAINT AND SECLUSION

EXHIBIT

RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION

Student: _____ Student ID: _____

Grade: _____ Age: _____ DOB: _____ School: _____

Parent(s): _____

Address: _____

Phone: (w) _____ (h) _____ (c) _____

Date of Incident: _____ Location: _____ Month/Day/Year

School personnel were permitted to use the restraint or seclusion technique because both of the following applied (check boxes to confirm that both conditions were met):

☐ The student's behavior presented an imminent danger of bodily harm to the student or others;

☐ Less restrictive interventions appeared insufficient to mitigate the imminent danger of bodily harm.

Description of the student's behavior that presented an imminent danger of bodily harm to the student or others:

_____

_____

Description of the less restrictive interventions that appeared insufficient to mitigate the danger of imminent danger of bodily harm:

_____

_____

School personnel involved in the incident must check the boxes below and provide other information as needed. If a box is not checked "True," school personnel must explain why the particular condition was not met.

1. School personnel maintained continuous visual observation and monitoring of the student while the restraint or seclusion technique was used. True ☐ Not True ☐

Personnel who observed and monitored the student:

_____

_____

2. The restraint or seclusion ended when the student's behavior no longer presented an imminent danger to the student or others. True ☐ Not True ☐

3. The restraint or seclusion technique was used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques, unless an emergency situation did not allow sufficient time to summon trained personnel. True ☐ Not True ☐

4. If an emergency existed that did not allow sufficient time to summon trained personnel, explain the emergency:

_____

5. The restraint technique used did not impede the student's ability to breathe. True ☐ Not True ☐

6. The restraint technique was not out of proportion to the student's age or physical condition. True ☐ Not True ☐

Information (if known) about any persons, locations or activities that may have triggered the student's behavior:

_____

_____

Specific information about the behavior and its precursors:

_____

JLDB-EB | Exhibit B, incident documentation form. Current, no local issue date. (2 of 2)

_____

Type of restraint or seclusion technique used:

_____

_____

Duration of restraint or seclusion technique used: _____ minutes

A review meeting is needed: Yes ☐ No ☐ A review meeting to review strategies used to address a student's dangerous behavior *must* be scheduled if there has been repeated use of restraint or seclusion for the student during the school year. If a review meeting is needed, it will be scheduled and separate documentation will be completed.

Person(s) Responsible for Completing Form:

_____ Date: _____

_____ Date: _____

JLDB-EC | Exhibit C, same day parent notification log. Current, no local issue date.

JLDB-EC — EXHIBIT: RESTRAINT AND SECLUSION

EXHIBIT

RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION (Same Day Oral/Written Notification to Parent/Guardian) *or within twenty-four (24) hours if circumstances prevented same day notice*

Date provided: _____/_____/_____ Time: _____: ___.m.

Method of Delivery:

☐ Oral

☐ Written

Hand-delivery (signature required) _____

Mailed: ☐ 1st Class Mail-Certificate of Mailing and/or ☐ Certified Mail-Return Receipt Requested

E-mailed using address: _____; maintain proof of electronic delivery

Name of Parent/Guardian Receiving Notice: _____

Person Providing Notice: _____

Confirmation that a copy of this completed documentation was provided to the Parent/Guardian (provided within a reasonable time following the incident):

Date provided: _____/_____/_____ Time: _____: ___.m.

Method of Delivery:

☐ Oral

☐ Written

Hand-delivery (signature required) _____

Mailed: ☐ 1st Class Mail-Certificate of Mailing and/or ☐ Certified Mail-Return Receipt Requested

E-mailed using address: _____; maintain proof of electronic delivery

Name of Parent/Guardian Receiving Notice: _____

Person Providing Notice: _____

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JLDB-ED | Exhibit D, review of repeated use. Current, no local issue date.

JLDB-ED — EXHIBIT: RESTRAINT AND SECLUSION

EXHIBIT

RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION (Review of Repeated Use of Restraint or Seclusion Techniques)

A review meeting to review strategies used to address a student's dangerous behavior *must* be scheduled if there has been repeated use of restraint or seclusion for the student during the school year, A.R.S. 15-105.

Student: _____ Student ID: _____

Grade: _____ Age: _____ DOB: _____ School: _____

Parent(s): _____

Address: _____

Phone: (w) _____ (h) _____ (c) _____

Date of Incident: _____ Location: _____ Month/Day/Year

Review current and previous incidents in which physical restraint/seclusion techniques were used:

_____

_____

Review strategies used to address the student's dangerous behavior:

_____

_____

Analyze how future incidents may be avoided:

_____

_____

The Team recommends a Functional Behavioral Assessment: Yes ☐ No ☐

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

If parent(s) did not attend the meeting, explain other methods to ensure parent participation and/or child as appropriate (e.g., conference call, videoconference, home visit):

_____

2.H Title IX

ACAA is current. ACAA-R still names the former Superintendent as coordinator. The coordinator designation and the second decision-maker.

ACAA | Title IX Sex Discrimination

CONFIRM, NO CHANGE

Agenda item 2.H | Adopted November 12, 2025 | Screened against the seven checks; passes

WHY IT IS CURRENT

- Uses the 2020 Title IX regulations' definition of sexual harassment, which is the framework in force since the 2024 rule was vacated nationwide in January 2025.
- Definitions, complainant and respondent, and the grievance framework are current.

WHERE THE WORK ACTUALLY IS

- The regulation, ACAA-R, still names the former Superintendent as Title IX Coordinator. That is the next slide.

UPDATES NEEDED

- No policy change proposed.
- Record as Confirm on the tracker unless a member pulls it.

NEXT STEP

Confirm. No Board action needed.

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ACAA | Current JCUSD text, adopted November 12, 2025. No change proposed. (1 of 2)

Adopted: Wednesday, November 12, 2025

Purpose

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive federal financial assistance. The District does not discriminate based on sex and adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sex discrimination, including unlawful sexual harassment.

Definitions

Sexual Harassment

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Complainant

A complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent

A respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Title IX Coordinator

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Reporting

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.

The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

District Response Process

ACAA | Current JCUSD text, adopted November 12, 2025. No change proposed. (2 of 2)

The District will respond promptly when any school employee has notice of sex discrimination, including of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

Confidentiality

The District will make reasonable efforts to keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Mandatory Reporting

Title IX sex discrimination complaints, including sexual harassment complaints, may include violations covered by Arizona's mandatory reporting statute, A.R.S. §13-3620. Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted: Wednesday, November 12, 2025

LEGAL REF.: A.R.S. 13-3620 20 U.S.C. 1092 20 U.S.C. 1681, Education Amendments of 1972, Title IX 34 U.S.C. 12291

CROSS REF.: AC - Nondiscrimination/Equal Opportunity JB - Equal Educational Opportunities

ACAA-R | Title IX Coordinator | JCUSD text follows

INFORMATION, SUPERINTENDENT ISSUES

Agenda item 2.H | Regulation, no local issue date | Current manual still names the former Superintendent; the JCUSD text that follows names Shannon Harvilla

WHAT HAS TO CHANGE

- 34 C.F.R. 106.8: the coordinator's name, title, office address, email and telephone go to students, parents, employees and applicants, and are posted on the website and in the handbooks.
- Designated: Shannon Harvilla, Superintendent, PO Box 8, 8176 Westover Ave., Joseph City, AZ 86032, sharvilla@jcusd.org, 928.288.3307.

A SECOND DESIGNATION THE BOARD SHOULD HEAR

- Under the 2020 regulations the decision-maker in a formal complaint may not be the coordinator or the investigator. With the Superintendent as coordinator, a separate decision-maker and an appeal decision-maker are required.
- Recommend naming positions, not people: the principal of the campus not involved in the complaint, or an outside hearing officer under agreement.
- Everyone in the process must be trained, and the training materials must be posted on the district website.

UPDATES NEEDED

- Superintendent: issue the updated ACAA-R in October with the coordinator line and the decision-maker positions.
- Julie: update the website, both student handbooks, the employee handbook and employment applications the same week.
- Confirm which Title IX training the administrators have completed and post it.

NEXT STEP

Superintendent issues. Information item October 13.

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ACAA-R | Superintendent's Recommendation, JCUSD text (1 of 6)

Local decisions written into this document: Shannon Harvilla, Superintendent, designated Title IX Coordinator. Decision-maker: the principal of the uninvolved campus. Appeal: outside hearing officer under agreement, or the other principal. Complaints naming the Superintendent go to the Board President.

§ Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." Because the Superintendent serves as Title IX Coordinator, a complaint in which the Superintendent is the respondent shall be filed with the President of the Governing Board, who shall designate District counsel or an outside coordinator for that complaint.

Title IX Coordinator:

Name/Title: Shannon Harvilla, Superintendent

Address: P.O. Box 8, 8176 Westover Avenue, Joseph City, Arizona 86032

E-mail: sharvilla@jcusd.org

Telephone: 928.288.3307

Decision-Maker and Appeal Decision-Maker

The Title IX Coordinator shall not serve as the decision-maker or the appeal decision-maker in any formal complaint. The decision-maker shall be the principal of the campus not involved in the complaint. The appeal decision-maker shall be an outside hearing officer under agreement with the District, or, if none is available, the other principal, provided that person did not serve as the investigator or the decision-maker.

Notice and Training

The name, title, office address, e-mail and telephone of the Title IX Coordinator shall be provided to students, parents and guardians, employees, applicants for admission and employment, and all unions, and shall be posted on the District website and in the student and employee handbooks (34 C.F.R. 106.8). All persons serving as Coordinator, investigator, decision-maker, appeal decision-maker or informal resolution facilitator shall complete Title IX training, and the training materials shall be posted on the District website.

Complaint Process

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.

B. An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

Supportive Measures

The District's initial response to any report of sex discrimination must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

ACAA-R | Superintendent's Recommendation, JCUSD text (2 of 6)

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. Supportive measures provided shall remain confidential, if possible. This confidentiality must not impair the District's ability to provide support, limit its ability to carry out the complaint process, including as otherwise may be permitted by law.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Even if no formal complaint has been filed, the Title IX Coordinator shall promptly:

A. Contact the complainant to discuss the availability of supportive measures;

B. Consider the complainant's wishes with respect to supportive measures;

C. Inform the complainant of the availability of supportive measures; with or without the filing of a formal complaint; and

D. Explain to the complainant the process for filing a complaint.

Removal of Respondent

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

ACAA-R | Superintendent's Recommendation, JCUSD text (3 of 6)

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

A. Provide written notice to all parties upon receipt of complaint, which must include:

1. Notice of the District's formal grievance process, including any informal resolution process;

2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and

5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.

B. Treat complainants and respondents equitably;

C. Require an objective evaluation of all relevant evidence;

D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;

E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

F. Include reasonably prompt timeframes for the conclusion of the grievance process;

G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;

H. State that the District uses a preponderance of the evidence standard or the clear and convincing evidence standard to determine responsibility;

I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;

J. Describe the range of supportive measures available to complainants and respondents; and

K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

Investigation

When investigating a formal complaint and throughout the complaint process, the District shall:

A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;

B. Provide an equal opportunity for the parties to present witnesses and evidence;

C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence; 79

ACAA-R | Superintendent's Recommendation, JCUSD text (4 of 6)

D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;

E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;

F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and

G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

Informal Resolution Process

At any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

A. Provides to the parties a written notice disclosing:

1. The allegations;

2. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;

B. Obtains the parties' voluntary, written consent to the informal resolution process; and

C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Dismissal of Complaint

If the conduct alleged in a formal complaint does not meet the Title IX definition of sex discrimination as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein.

B. The respondent is no longer enrolled or employed by the District; or

C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

ACAA-R | Superintendent's Recommendation, JCUSD text (5 of 6)

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

Decision-Maker

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

A. Identification of the allegations potentially constituting sexual harassment;

B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the District's code of conduct to the facts;

E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and

F. The District's procedures and permissible bases for the complainant and respondent to appeal.

Determination and Appeal Process

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

A. Procedural irregularity that affected the outcome of the matter;

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

ACAA-R | Superintendent's Recommendation, JCUSD text (6 of 6)

B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;

D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

E. Issue a written decision describing the result of the appeal and the rationale for the result; and

F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Records

The District shall maintain for a period of seven (7) years records of:

A. Each sex discrimination investigation including:

1. Any determination regarding responsibility;

2. Any disciplinary sanctions imposed on the respondent; and

3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.

B. Any appeal and the result therefrom;

C. Any informal resolution and the result therefrom; and

D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken or not taken in response to a report or formal complaint of sex discrimination. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a recipient does not provide a complainant with supportive measures, then the recipient must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

2.I Set October

Sections A, B and C: 52 Board policies. The Superintendent is moving the October workshop from the 16th to the 9th for travel. What the Board needs to do before it.

October 9 | Sections A, B and C

BOARD DECISION

Agenda item 2.I | Foundations, Board Governance, General Administration | First read November 10, adoption December 8

9

Section A

Foundations and basic commitments

30

Section B

Board governance and operations

13

Section C

General school administration

WHAT THE SCREEN WILL SHOW FOR EACH OF THE 52

- Code, title, our adoption date, and whether ASBA's current model differs from ours (pulled from PolicyBridge by script).
- Any broken cross reference, missing procedure, or named person or position that has changed.
- Any audit, monitoring or legal finding that maps to it.
- The responsible administrator's practice check: do we do this, is the form real, has it been the issue in anything in two years.
- A proposed pile, with the reason written in the row.

THE OCTOBER CLOCK

- Sept 28: Superintendent sends Julie the 52 codes for the notice.
- Oct 2: packet to the Board, one line per policy with pile and reason; Decide items get a page.
- Oct 7, noon: last day for a member to pull a Confirm item by sending Julie the code.
- Oct 8, 1:00 PM: Version 2 notice posted with every code.
- Oct 9, 1:00: workshop, moved from the 16th.
- Nov 10 first read. Dec 8 adoption.

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October 9 | Sections A, B and C, the October 9 list (1 of 3)

October 9 workshop, every document in Sections A, B and C of our manual: 51 policies and 30 regulations and exhibits, 81 documents. Five are already handled (marked). Regulations and exhibits come with their policy; the Superintendent issues them, the Board sees them.

Section A, Foundations and Basic Commitments: 9 policies, 5 regulations and exhibits

A District Mission and Belief Statement

AA School District Legal Status

ABA Community Involvement in Education

ABAA Parental Involvement

AC Nondiscrimination Equal Opportunity

AC-E Nondiscrimination Equal Opportunity Complaint Form

AC-R Nondiscrimination Equal Opportunity Regulation

ACA Sexual Harassment

ACA-E Sexual Harassment Complaint Form

ACA-R Sexual Harassment Regulation

ACAA Title IX Sex Discrimination [today, 2.H]

ACAA-R Title IX Sex Discrimination Regulation [today, 2.H]

ADAA School District Priority Goals and Objectives

AEAA Commitment to Accomplishment

October 9 | Sections A, B and C, the October 9 list (2 of 3)

Section B, Board Governance and Operations: 29 policies, 20 regulations and exhibits

BA School Board Operational Goals

BAA Evaluation of School Board - Board Self-Evaluation

BAA-E Evaluation of School Board - Board Self-Evaluation Exhibit

BB School Board Legal Status

BBA Board Powers and Responsibilities

BBA-E Board Powers and Responsibilities Exhibit

BBBA Board Member Qualifications

BBBD Board Member Removal From Office

BCA Board Member Ethics

BCB Board Member Conflict of Interest [today, 2.B]

BCB-E Board Member Conflict of Interest Exhibit [today, 2.B]

BDA Board Organizational Meeting and Board President Duties

BDD Board - Superintendent Relationship and Superintendent Responsibilities

BDE Board Committees

BDG School Attorney

BDH Board Consultants

BE School Board Meetings

BE-EA School Board Meetings Exhibit A Notice of Meeting and Possible Executive Session

BE-EB School Board Meetings Exhibit B Notice of Combined Public Meeting and Executive Session

BE-EC School Board Meetings Exhibit C Employee Notice of Executive Session

BED Meeting Procedures

BED-EA Meeting Procedures Exhibit A Minutes of Public Meeting

BED-EB Meeting Procedures Exhibit B Minutes of Executive Session

BED-R Meeting Procedures Regulation

BEDA Notification of Board Meetings

BEDA-EA Notification of Board Meetings Exhibit A Disclosure Statement

BEDA-EB Notification of Board Meetings Exhibit B Notice of Public Meeting of a Public Body

BEDA-EC Notification of Board Meetings Exhibit C Notice of Public Meeting of a Subcommittee or Advisory Committee

BEDA-ED Notification of Board Meetings Exhibit D Notice of Regular Meetings of a Public Body

BEDA-EE Notification of Board Meetings Exhibit E Certification of Posting of Notice

BEDA-EF Notification of Board Meetings Exhibit F Special Notice of Emergency Meeting

BEDA-EG Notification of Board Meetings Exhibit G Notice of Action to be Ratified

BEDB Agenda

BEDH Public Participation and News Media Services at Board Meetings

BEDH-E Public Participation and News Media Services at Board Meetings Exhibit

BG School Board Policy Process

BGB Policy Adoption Revision and Repeal

BGB-R Policy Adoption Revision and Repeal Regulation

BGD Board Review of Regulations

BGE Policy Manual

BGE-R Policy Manual Regulation

BHC Board Communications

BIA New Board Member Orientation and Resources

BIBA Board Member Development Opportunities Conferences Conventions and Workshops

BIBA-R Board Member Development Opportunities Conferences Conventions and Workshops Regulation

BID Board Member Compensation and Expenses

BIE Board Member Insurance - Liability

BJ School Board Legislative Program

BK School Board Memberships and Arizona School Boards Association Delegates

October 9 | Sections A, B and C, the October 9 list (3 of 3)

Section C, General School Administration: 13 policies, 5 regulations and exhibits

CA Administration Goals - Priority Objectives

CB Superintendent

CBA Qualifications and Duties of the Superintendent [adopted Sept 15]

CBCA Delegated Authority

CBCA-R Delegated Authority Regulation

CBI Evaluation of Superintendent

CBI-E Evaluation of Superintendent Exhibit

CE Administrative Councils Cabinets and Committees

CFD School - Based Management

CFD-R School - Based Management Regulation

CH Policy Implementation

CH-R Policy Implementation Regulation

CHCA Handbooks and Directives

CHCA-R Handbooks and Directives Regulation

CHD Administration in the Absence of Policy

CK Administrative Consultants

CL Research - Administrative Reports

CM School District Annual Report

What we record on the tracker today

Direction only. Votes happen at the October 13 and November 10 regular meetings.

Item	Direction sought	Next step
Plan and method	Agree to the year, the three piles, the pull deadline, December 11 and March 12	Julie posts the dates
BCB, BCB-E	Adopt as written	Adoption Oct 13; Board training Jan 15; forms every January
GBEAA, GBEAA-E	Adopt as written	First read Oct 13, adopt Nov 10; employee forms this fall
DGD, DGD-R, DGD-E	Adopt as written; Business Office confirms limits and cardholder list	First read Oct 13, adopt Nov 10; agreements re-signed in October
GCCB, GCL, GCMC	Retire	One rescission motion Oct 13
DFA-E	Retire	Superintendent removes; reported Oct 13
GCO-RB	Hold until GCO-R is issued	January 15, Section G
DJ, ACAA	Confirm, no change	Recorded with reason
DJ-R, JF regulations, JLDB-R, ACAA-R	Information; Superintendent issues	All four as information items Oct 13; owners named today
October	Sections A, B, C on October 9 (moved from the 16th)	Codes Sept 28, packet Oct 2, pulls Oct 7 noon

Next: Friday, October 9, 1:00 PM

Sections A, B and C. Fifty-two Board policies.
Codes to Julie by September 28. Packet October 2. Pull deadline noon October 7.

Minutes for today post by Wednesday, September 23.

2.B. **Policy BCB, Board Member Conflict of Interest, and Exhibit BCB-E (ASBA Policy Advisory 1067); Policy GBEAA, Conflict of Interest, and Exhibit GBEAA-E (ASBA Policy Advisory 1068).**
Discussion only.

BCB, Board Member Conflict of Interest

Policy review for the September 18, 2026 workshop

Adopted May 13, 2025. ASBA Policy Advisory 1067 (August 2026) revises it. Pile: Decide.

Notes on possible changes

What the advisory changes. Four additions, all driven by the 2027 USFR conflict of interest questions:

1. The District must give every Board member conflict of interest training every year, covering the District's policies, what a substantial and remote interest is, who counts as a relative under A.R.S. 38-502(9), how and when to file the disclosure form, the duty to refrain from discussing or voting, and the penalties.
2. Every member signs the disclosure form (BCB-E) every January, within five days of starting a new term, and within fifteen days of any change in circumstance.
3. Evidence of the training and the signed forms are kept under USFR and are open to public inspection under A.R.S. 38-509.
4. The District investigates allegations of inadequate disclosure or improper participation.

Our current policy has the voting restriction, the employment limitations, the substantial interest rule, purchases from Board members, and the disclosure file. It has no training requirement, no annual form, and no investigation clause.

Local choices. The two year restriction on employing former Board members (A.R.S. 15-421) can be lengthened by the Board; ASBA's text keeps two years and I recommend leaving it. The small district substitute teacher exception applies to Joseph City (fewer than 600 students under A.R.S. 15-901) and stays. The under 3,000 student rule on purchases from Board members is already in our text and stays.

Practice check. Do we have a signed BCB-E on file for every current member for 2026? The Auditor General's USFR questionnaire asks this directly. If we do not, the first annual collection is January 2027, and new members seated after the November election sign within five days.

Recommendation. Adopt ASBA's revised BCB as written. Advisory 1067 was not presented September 15, so first read is October 13 and adoption November 10. Schedule the first annual Board training for the January 2027 workshop; ASBA Policy Services or district counsel can deliver it in under an hour. Julie Strong keeps the forms and the training record.

Current JCUSD text

Adopted: Tuesday, May 13, 2025

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

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.

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 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 for public inspection in a special file all 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: Tuesday, May 13, 2025

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

CROSS REF.: BBBA - Board Member Qualifications DJE - Bidding/Purchasing Procedures

BCB-E, Board Member Conflict of Interest Disclosure Form

Policy review for the September 18, 2026 workshop

No local issue date shown. ASBA Policy Advisory 1067 (August 2026) aligns the form with USFR. Pile: Decide, with BCB.

Notes on possible changes

What changes. The form is realigned to the USFR guidance so that a member can either disclose a substantial interest and sign a statement of disqualification, or sign a statement of no conflict. The annual January signature and the five and fifteen day windows come from the policy.

Practice check. The form has never carried a local issue date, which usually means it was never formally put into use. Julie should collect one from each member in January and keep them in the special file the policy requires.

Recommendation. Reissue with the revised policy, no local edits. Exhibits are administrative and do not require a Board vote; it appears as an information item with BCB.

Current JCUSD text

Adopted: not shown on page

EXHIBIT

BOARD MEMBER CONFLICT OF INTEREST

I, _____, do hereby indicate:

1. That I am presently an officer/employee of the Joseph City Unified 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 Joseph City Unified School District No. 2 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 ***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 511, I will refrain from participating in any manner in the matter identified above.

Date Signature

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 Joseph City Unified School District.

Date Signature

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

GBEAA, Conflict of Interest (employees), and Exhibit GBEAA-E

Policy review for the September 18, 2026 workshop

Adopted May 12, 2026. ASBA Policy Advisory 1068 (August 2026) revises it. Not on the September 15 agenda. Pile: Decide.

Notes on possible changes

What the advisory changes. Our May 2026 version already requires annual written guidance to employees, an annual signed disclosure form (GBEAA-E), and investigations. Advisory 1068 tightens three things: the annual guidance becomes annual training, the District must remediate as well as investigate, and the records of training and signed forms are kept under USFR and open to inspection under A.R.S. 38-509. The exhibit is realigned to the USFR form.

Practice check. Has every employee signed a 2026-2027 GBEAA-E? The policy adopted in May required it, and the collection would normally happen with August onboarding. If it has not happened, the first collection should go out with October payroll or at the next all staff meeting, and Lisa Rice keeps the file. Add it to the compliance calendar every August.

Timing. Advisory 1068 was not presented on September 15. First read October 13, adoption November 10.

Recommendation. Adopt ASBA's revised GBEAA as written together with BCB, and reissue GBEAA-E. Fold the employee training into the same January session as the Board training so it is done once.

Current JCUSD text

Adopted: Tuesday, May 12, 2026

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 to all employees regarding what constitutes a substantial interest, and each employee shall annually complete and sign the District's conflict-of-interest disclosure form (GBEAA-E). 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

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

Adopted: Tuesday, May 12, 2026

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

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POLICY SERVICES
ADVISORY

Volume 38, Number 6 **August 2026**

Policy Advisory No. 1067 .....Policy 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.

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ADVISORY 1067

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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.

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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.

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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.

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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 a~~n 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

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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.

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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.~~

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ADVISORY 1068

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GBEAA ©
CONFLICT OF INTEREST

Employment of Close Relatives

The Superintendent, ~~P~~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.

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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.

Eeach employee shall annually complete and sign the District's Ceonflict-of-Ii~~n~~terest Dd~~i~~sclosure Ff~~o~~rm (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.

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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

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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 Disclosure~~s~~ 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

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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~~

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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.

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

BCB-E BOARD MEMBER CONFLICT OF INTEREST DISCLOSURE FORM

Exhibit, revised per ASBA Policy Advisory 1067. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Reissued by the Superintendent with the adoption of Policy BCB. Signed by every member each January, within five days of assuming office, and within fifteen days of any change.

Local decisions written into this document: Forms are filed with the Administrative Assistant to the Superintendent at the District Office and kept as a public record under A.R.S. 38-509.

_____

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 the Administrative Assistant to the Superintendent, Joseph City Unified School District Office, 8176 Westover Avenue, Joseph City, Arizona 86032, 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

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.

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

GBEAA-E CONFLICT OF INTEREST DISCLOSURE FORM (employees)

Exhibit, revised per ASBA Policy Advisory 1068. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Reissued by the Superintendent with the adoption of Policy GBEAA. Signed by employees who supervise or participate in purchasing, on hire and annually, and within fifteen days of any change.

Local decisions written into this document: Forms are filed with the Administrative Assistant to the Superintendent at the District Office and kept as a public record under A.R.S. 38-509. The $300 gift rule of A.R.S. 15-213 is added to annual employee training.

_____

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 the Administrative Assistant to the Superintendent, Joseph City Unified School District Office, 8176 Westover Avenue, Joseph City, Arizona 86032, 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

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

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

2.C. **Policy DJ, Purchasing Ethics, and new Regulation DJ-R. ASBA Policy Advisory 1066.**
Discussion only.

DJ, Purchasing Ethics

Policy review for the September 18, 2026 workshop

Adopted July 8, 2025. Held by the Board on September 15 pending a delegation for food and beverage approvals. Pile: Decide.

Notes on possible changes

Status. Current. The policy carries the A.R.S. 15-213 gift and benefit rules ($300 felony threshold, Class 1 misdemeanor below it), the food and beverage authority, and the reprisal protection. Nothing in it is stale.

What to watch. The food and beverage paragraph is the hook for the new regulation DJ-R (next document). The gift rule belongs in the annual conflict of interest training for employees under GBEAA so that staff who deal with vendors hear the $300 number every year.

Recommendation. The Board held DJ on September 15 because, as written, every District food purchase would need Board approval in advance. The new regulation DJ-R (Advisory 1066) is the delegation that answers that concern: it names the events, sets the limits, and places the approval with the Superintendent. Recommend adopting DJ on October 13 with DJ-R received as information the same night, as one package. No change to the policy text itself.

Current JCUSD text

Adopted: Tuesday, July 8, 2025

Governing Board

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

The Governing Board may provide food and beverages at School District events, including official school functions and trainings, as allowed by the Arizona Constitution, laws pertaining to travel and subsistence, gifts, grants (including federal grants), or devises, and policies of the Department of Education.

Personal Gift or Benefit

A person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or a person who supervises or participates in the planning, recommending, selecting or contracting for materials, services, goods, construction, or

construction services of a school district or school purchasing cooperative is guilty of a Class 6 felony if the person solicits, accepts or agrees to accept any personal gift or benefit with a value of three hundred dollars ($300) or more from a person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with the school district or school purchasing cooperative. Soliciting, accepting or agreeing to accept any personal gift or benefit with a value of less than three hundred dollars ($300) is a Class 1 misdemeanor.

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

Definitions

For the purpose of this policy, a *gift or benefit* means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property. A *gift or benefit* does not include an item of nominal value such as a greeting card, t-shirt, mug or pen. A *gift* or *benefit* does not include food or beverage, or expenses or sponsorships relating to a special event or function to which individuals involved in procurement and purchasing are invited.

Reprisals

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

Adopted: Tuesday, July 8, 2025

LEGAL REF.: A.R.S. 15-213 15-323 15-341 15-342 38-501 to 38-511 A.A.C. R7-2-1001 to R7-2-1003 R7-2-1308 Article IX, section 7, Constitution of Arizona Policies adopted by the Department of Education

CROSS REF.: DJE - Bidding/Purchasing Procedures GBEAA - Staff Conflict of Interest

DJ-R, Purchasing Ethics Regulation (events and expense limits for food and beverage)

Policy review for the September 18, 2026 workshop

New regulation. ASBA Policy Advisory 1066 (August 2026). Presented September 15 under 9.C as an information item. Policy DJ was held by the Board the same night pending this delegation. Regulations are issued by the Superintendent. Pile: Information, with two choices for the Superintendent.

Notes on possible changes

What it does. DJ-R lists the events at which District funds may buy food and beverages (Board meetings and workshops, emergency operations, leadership meetings, new employee orientation, District training, recruitment, beginning and end of year events, parent teacher conferences, and student activities approved by the Superintendent), requires the paying fund to be identified in writing before each purchase, requires documentation of every purchase under the USFR, prohibits alcohol, and delegates administrative procedures to the Superintendent under A.R.S. 15-341(F).

Choice 1, expense limits. ASBA offers two options. Option 1 ties per person and per meal limits to the State of Arizona Accounting Manual (SAAM). Option 2 has the District write its own dollar limits for breakfast, lunch, dinner, and snacks. I recommend Option 1. It moves with the state manual, it is what the auditors test against, and it never needs a Board revisit.

Choice 2, the event list. Two Joseph City events do not fit the ASBA list cleanly: District hosted community events (the Family History Festival, the Christmas program reception) and team meals on activity travel. Item I, student activities approved by the Superintendent, covers travel meals. Community events should be added as a tenth item, "District hosted community events approved by the Superintendent," so that the Festival is not an exception every year.

Practice. Build a one line pre authorization form: event, date, fund, estimated cost, approved by, and attach the receipt afterward. Most of these purchases go on the BMO card, so this regulation and the credit card regulation should be trained together.

Recommendation. Superintendent issues DJ-R with Option 1 and the added community event line. Information item October 13.

Current text: see the attached ASBA advisory; this document is not yet in the JCUSD manual.

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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.

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ADVISORY 1066

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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

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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.

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

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

DJ-R PURCHASING ETHICS, Food and Beverage Purchases

Regulation, new. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent under Policy CH and A.R.S. 15-341(F). Received by the Board as an information item October 13, 2026, with the adoption of Policy DJ.

Local decisions written into this document: Option 1, State Accounting Manual limits. Joseph City at the $58 standard tier. A tenth authorized event, District-hosted community events. A one-page pre-authorization form as the written approval.

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

Joseph City Unified School District food and beverage purchases shall comply with Governing Board Policy DJ and shall receive advance written authorization from the Superintendent for the events and within the expense limits set out below. Governing Board approval is required in advance for any purchase outside 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.

J. District-hosted community events approved by the Superintendent, including but not limited to the Family History Festival and the Christmas program.

Expense Limitations

Food and beverage purchases shall not exceed the per-person and per-meal limits set forth in the State of Arizona Accounting Manual (SAAM), Topic 50, Section 95, as published by the General Accounting Office and as amended. For purchases within the District, the standard (unlisted location) tier applies. As of the January 27, 2025 issuance that tier is $58 per person per day, allocated $12 breakfast, $14 lunch and $32 dinner. The Business Office shall confirm the current SAAM figures before each fiscal year and publish them with the District Travel Expense Guide.

Advance Authorization

Before any purchase under this regulation, the requesting administrator shall submit the District Food and Beverage Pre-Authorization Form (one page) to the Superintendent stating the event, the date, the number of persons, the fund to be charged, and the estimated cost. The Superintendent's written approval on that form is the advance authorization required by Policy DJ. The itemized receipt is attached to the form after the event and the form is retained with the payment record.

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 on the pre-authorization form. 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 retain it in accordance with the records retention schedules.

No District funds shall be expended for alcoholic beverages.

Delegation

Pursuant to A.R.S. 15-341(F), the Governing Board delegates to the Superintendent the authority to prescribe any administrative procedures necessary to implement this regulation. Purchases outside the events and limits above require Governing Board approval in advance.

Legal reference: A.R.S. 15-213, 15-341, 15-342; Arizona Constitution Article IX, Section 7; Uniform System of Financial Records; State of Arizona Accounting Manual Topic 50, Section 95. Cross reference: Policy DJ, Policy DKC, Regulation DKC-R.

2.D. **Policy DGD, Credit Cards, Regulation DGD-R, and Exhibit DGD-E. ASBA Policy Advisory 1065**

Review of current practice against policy. Discussion only.

DGD, Credit Cards

Policy review for the September 18, 2026 workshop

Adopted July 8, 2025. ASBA Policy Advisory 1065 (August 2026) revises it. Not on the September 15 agenda. Pile: Decide.

Notes on possible changes

What the advisory changes. Five additions from the USFR compliance questionnaire on credit and procurement cards:

1. Cards carry defined dollar limits based on the card or transaction type.
2. The District keeps a complete list or log of card users, to track possession and to identify who needs training.
3. Cards may not be used for cash withdrawals or personal expenditures. Ours prohibits personal expenditures only.
4. Every card user signs an agreement, and the District retains the signed agreements.
5. Annual training for card users and for the employees who process card transactions, with dated documentation of attendance.

Why it matters this week. The Auditor General's card sample (six purchases, $3,257.45) is due September 17. The questions the auditors ask are the five items above. Our August BMO statement was $17,989.63 including a $5,304.16 MacBook Pro, and the card was declined twice in September (a hotel for Tyler Murphy and an ecampus purchase). Those declines mean the bank's limits and our actual use are not aligned, and the policy will now require us to set the limits on purpose.

Local decisions the Board should hear Friday. The limits themselves belong in the regulation, but the Board should know the numbers. Based on the August statement, a starting point is a monthly limit per card of $10,000 for the business office card and $2,500 for any travel card, and a single transaction limit of $2,500, with technology and anything over that limit going by purchase order. Selena and Caleb should confirm the numbers before the regulation is issued.

Timing. Advisory 1065 was not presented on September 15. First read October 13, adoption November 10.

Recommendation. Adopt ASBA's revised DGD as written. Issue DGD-R and DGD-E at the same meeting. Every current cardholder re signs the agreement in October, and the annual training is scheduled with the January conflict of interest training.

Current JCUSD text

Adopted: Tuesday, July 8, 2025

(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 to designated personnel. District-assigned credit/procurement cards may not be used for personal expenditures.

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 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: Tuesday, July 8, 2025

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-R, Credit Cards Regulation

Policy review for the September 18, 2026 workshop

No local issue date shown. ASBA Policy Advisory 1065 (August 2026) revises it. Issued by the Superintendent. Pile: Information, with the limits to be set.

Notes on possible changes

What changes. The revised regulation adds the card user log, physical security and cancellation rules, card and transaction limits, retention of signed agreements, annual training for users and processors, and dated training records.

Questions for the Business Office before it is issued. Who holds a District card today, and is there a written log? Are signed agreements on file for each? What are the bank's current monthly and single transaction limits on each card, and who can change them? Is the statement paid inside the cycle so no interest or fees are incurred, as the policy requires? What caused the two September declines?

Recommendation. Issue with the policy, with the limits filled in after Selena and Caleb confirm them. Information item October 13.

Current JCUSD text

Adopted: not shown on page

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. 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. 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 use of a District-assigned credit/procurement card, which may result in disciplinary action up to and including the loss of employment and other actions provided 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 the District's policies and regulations for the cards' use. The agreement shall authorize the District to withhold wages for the amount of any improper purchase; pursuant to the Fair Labor Standards Act. 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.

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 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.

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.

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, 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 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 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 that were not a valid purchase, it 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, District Assigned Credit and Procurement Card Holder Agreement

Policy review for the September 18, 2026 workshop

No local issue date shown. ASBA Policy Advisory 1065 (August 2026) revises it. Pile: Information.

Notes on possible changes

What changes. The agreement now spells out authorized use, the prohibition on cash withdrawals and personal expenditures, the purchasing and documentation requirements, possible personal liability and wage withholding to the extent permitted by law, and disciplinary consequences for misuse. Ours is a short acknowledgment.

Recommendation. Reissue with the policy. Every current cardholder signs the new form in October; copies go to the personnel file and the business office. No local edits.

Current JCUSD text

Adopted: not shown on page

EXHIBIT

CREDIT CARDS

DISTRICT-ASSIGNED CREDIT/PROCUREMENT CARD HOLDER AGREEMENT

By my signature I hereby acknowledge that I have read and understand the Joseph City Unified 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 credit/procurement card policy and regulation. Furthermore, I affirm that I will not use the credit/ procurement card for personal reasons and 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.

Signature Position

Printed name Date signed

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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.

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ADVISORY 1065

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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: _____

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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

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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 disciplin~~ary action~~ up to and including ~~the loss~~ termination of employment and any other action~~s provided~~ permitted by law.

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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 card~~s~~' 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.

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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.

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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:

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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.

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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 regulation~~s~~, 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

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JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

DGD-R CREDIT CARDS

Regulation, revised per ASBA Policy Advisory 1065. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent under Policy CH. Received by the Board as an information item October 13, 2026, with the first read of Policy DGD.

Local decisions written into this document: Dollar limits written in: $10,000 a month on the Business Office card, $2,500 a month on any travel card, $2,500 per transaction, technology by purchase order, no cash. A written card log. Pending Business Office confirmation of the bank's settings.

_____

(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 uUnauthorized use of a District-assigned credit/procurement card, which may result in disciplineary action up to and including the loss termination of employment and any other actions provided 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 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.

Credit/Procurement Card

Purchasing Limitations

The following limits are established by the Superintendent and apply until revised in writing. They are stated here so that every card holder, the Business Office and the auditors read the same numbers. PENDING: the Business Office confirms these figures against the bank's card settings before this regulation issues.

A. Business Office card: $10,000 per month.

B. Any travel card: $2,500 per month.

C. Any single transaction on any card: $2,500.

D. Technology hardware and software of any amount, and any purchase above the single transaction limit, shall be made by purchase order and not by card.

E. No cash withdrawals or cash advances on any District card.

The Business Office shall maintain a written card log: the card holder, the card's last four digits, the date issued, the monthly and single transaction limits, the date of the signed Card Holder User Agreement (Exhibit DGD-E), and the date of the most recent training. The log is updated on issue, on return, and on any change in limits, and is available to the auditors on request.

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 Iinternet, 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:

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.

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

DGD-E CREDIT CARDS, District-Assigned Credit/Procurement Card Holder User Agreement

Exhibit, revised per ASBA Policy Advisory 1065. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent with Regulation DGD-R. Every card holder signs on issue and again each year at training; the signed form is kept in the Business Office card file.

Local decisions written into this document: Joseph City name and the specific limits from DGD-R stated on the form the card holder signs.

_____

By my signature I acknowledge that I have read and understand Joseph City Unified School District No. 2 Policy DGD, Credit Cards, and Regulation DGD-R, and that I have been given the opportunity to ask questions about the requirements governing card use.

I agree to use the District credit/procurement card only for authorized District purposes. I will not use the card for cash withdrawals, cash advances, or personal purchases of any kind.

I acknowledge the purchase limits that apply to the card issued to me: $_____ per month and $_____ per single transaction, and that technology purchases and any purchase above the single transaction limit must be made by purchase order and not by card. I acknowledge the advance purchasing approval requirements, the purchase documentation required for every transaction, and the District's payment process as explained in my training on _____ (date).

I authorize the District to withhold from my wages 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 law, rule, or District policy or regulation, including any penalties and interest.

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

I will return the card to the Business Office immediately on request, on separation from employment, or on a change in my assignment that ends my need for the card.

Signature: _____ Position: _____

Printed name: _____ Date signed: _____

Card, last four digits: _____ Issued by (Business Office): _____ Date: _____

2.E. **Exhibit DFA-E (Policy Advisory 1032), Policy GCCB (Policy Advisory 994), Policy GCL (Policy Advisory 1012), Policy GCMC (Policy Advisory 1013), and Regulation GCO-RB (Policy Advisory 1015).**

Documents the Arizona School Boards Association has directed be removed from the policy manual: Exhibit DFA-E (Policy Advisory 1032), Policy GCCB (Policy Advisory 994), Policy GCL (Policy Advisory 1012), Policy GCMC (Policy Advisory 1013), and Regulation GCO-RB (Policy Advisory 1015). Discussion only.

DFA-E, Support Staff Qualifications and Requirements Exhibit

Policy review for the September 18, 2026 workshop

ASBA Policy Advisory 1032 (April 2026): remove, merged into Exhibit GCFC-E. Pile: Retire.

Notes on possible changes

Check before retiring. The merge target, GCFC-E Fingerprinting Requirements Exhibit, exists in our manual. Confirm it carries the April 2026 language before this exhibit is removed so nothing is lost.

Recommendation. Retire. Exhibits are administrative; the Superintendent removes it and reports it October 13.

Current JCUSD text

Adopted: not shown on page

EXHIBIT

SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

Remove per PA 1032 - April 2026 (Merged with Exhibit GCFC-E.)

GCCB, Professional and Support Staff Personal, Emergency and Religious Leave

Policy review for the September 18, 2026 workshop

ASBA Policy Advisory 994 (April 2026): remove, merged into Policy GCCA. Pile: Retire.

Notes on possible changes

Check before retiring. GCCA Types of Leaves was adopted May 12, 2026 with the Section G batch, so the merged language is already in force. Nothing is lost by removing GCCB.

Recommendation. Retire by Board motion October 13 (a policy requires Board action to rescind).

Current JCUSD text

Adopted: not shown on page

Remove per PA 994 - April 2026 (Merged with Policy GCCA.)

GCL, Professional Staff Schedules and Calendars

Policy review for the September 18, 2026 workshop

ASBA Policy Advisory 1012 (April 2026): remove, merged into Policy GCMF. Pile: Retire.

Notes on possible changes

Check before retiring. GCMF Duties and Responsibilities was adopted May 12, 2026, so the merged language is in force.

Recommendation. Retire by Board motion October 13.

Current JCUSD text

Adopted: not shown on page

Remove per PA 1012 - April 2026 (Merged with Policy GCMF.)

GCMC, Professional Staff Meetings

Policy review for the September 18, 2026 workshop

ASBA Policy Advisory 1013 (April 2026): remove, merged into Policy GCMF. Pile: Retire.

Notes on possible changes

Check before retiring. Same as GCL; GCMF is current as of May 12, 2026.

Recommendation. Retire by Board motion October 13, in the same motion as GCCB and GCL.

Current JCUSD text

Adopted: not shown on page

Remove per PA 1013 - April 2026 (Merged with Policy GCMF.)

GCO-RB, Evaluation of Professional Staff Members, Regulation B (Procedures for Appeal of Evaluation)

Policy review for the September 18, 2026 workshop

ASBA Policy Advisory 1015 (April 2026): remove, combined into Regulation GCO-R. Pile: Retire, but not yet.

Notes on possible changes

Problem. ASBA combined this regulation into GCO-R, but our manual does not contain a GCO-R. We have GCO-RA (Teacher Evaluation, no local issue date) and this GCO-RB. If GCO-RB is removed before a GCO-R with the appeal procedure is issued, the District has no written appeal process for evaluations, which A.R.S. 15-537 requires.

Recommendation. Do not retire yet. The Superintendent issues GCO-R per Advisory 1015 (a regulation, no Board vote), then retires GCO-RB and GCO-RA in the same step. Target: the January 15 Section G workshop, when the whole personnel section is reviewed.

Current JCUSD text

Adopted: not shown on page

REGULATION

EVALUATION OF PROFESSIONAL STAFF MEMBERS

(Procedures for Appeal of Evaluation)

Remove per PA 1015 - April 2026 (Combined with Regulation GCO-R.)

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

GCO-R EVALUATIONS AND CONTRACTS, Regulation (replaces GCO-RA and GCO-RB)

Regulation, new per ASBA Policy Advisory 1015. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent under Policy CH with the October 2026 regulations, so that the District never lacks a written evaluation appeal procedure (A.R.S. 15-537). Received by the Board as an information item October 13, 2026. GCO-RA and GCO-RB retired on issue.

Local decisions written into this document: The current JCUSD teacher evaluation regulation and the former appeal procedure combined into one document, as the advisory directs. Appeal section preserved verbatim. Redline reconciliation before issue.

Performance Classifications

Teachers shall be evaluated using the following four (4) performance classifications: Highly Effective, Effective, Developing, and Ineffective. The teacher performance evaluation system shall be designed to improve teacher performance and improve student achievement. The instrument shall include the use of quantitative data on the academic progress for all students, and that data shall account for between twenty (20) percent and thirty-three (33) percent of the evaluation outcomes. The objectives of the evaluation system are to improve instruction and maintain instructional strengths.

In accordance with A.R.S. 15-537, the Governing Board shall adopt teacher evaluation policies in a public meeting, following opportunities for public discussion.

Teacher Participation

The Governing Board shall involve certificated teachers in the development and periodic evaluation of the teacher performance evaluation system.

Evaluation Process

Certificated Teachers

The District’s teacher evaluation system shall:

A. Provide at least one (1) annual evaluation of each certificated teacher by a qualified evaluator, unless the teacher is participating in an alternative cycle as provided in A.R.S. 15-537(B).

B. Incorporate quantitative data on the academic progress of all students, accounting for between twenty (20) percent and thirty-three (33) percent of evaluation outcomes. The District shall implement a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete years.

C. Include at least two (2) actual classroom observations of a complete and uninterrupted lesson by a qualified evaluator, with at least sixty (60) calendar days between the first and last observations.

1. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

2. An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one (1) week or more.

3. Each evaluation shall include recommendations as to areas of improvement in the performance of a certificated teacher if performance warrants improvement. After transmittal of an evaluation, the qualified evaluator or other Board designee shall confer with the teacher to make specific recommendations as to areas of improvement in the teacher's performance. The qualified evaluator or other Board designee shall provide professional development opportunities for the certificated teacher to improve performance and follow up after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

4. The requirement of a second classroom observation may be waived for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

D. Require that written feedback be provided to the teacher within ten (10) business days after each observation.

E. Require that the results of an annual evaluation be in writing or electronic format and a copy provided to the teacher within five (5) days after completion.

F. Permit the teacher to submit a written reaction or response to the evaluation.

G. Maintain the confidentiality of evaluation reports and performance classifications, releasing them only as authorized by law. Copies of the evaluation report and performance classifications of a certificated teacher retained by the Governing Board and the Department of Education are confidential, do not constitute a public record and shall not be released or shown to any person except: 1) to the certificated teacher; 2) to authorized District officers and employees for personnel matters; 3) to school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes (and any district or charter school receiving the information shall use it solely for employment purposes and shall not release it or allow access to it by any other person or entity); and 4) for introduction in evidence or discovery in a court action as provided by law.

H. If the evaluation is used as criteria for establishing compensation, permit the teacher to appeal the evaluation pursuant to appeal procedures adopted by the Governing Board.

I. Include specific and reasonable plans for the improvement of teacher performance.

J. Include training requirements for qualified evaluators, as prescribed by the Governing Board.

The District may permit an alternative performance evaluation cycle subject to the following:

A. Expedited reviews shall be conducted in years when a formal evaluation is not required and may include factors such as teamwork and support for lower-performing teachers.

B. Teacher performance may be classified in categories that include teamwork and support for lower-performing teachers.

C. Only teachers who have been evaluated and designated in the highest performance classification for at least three (3) consecutive years by the same school district may participate.

D. A teacher who does not maintain the highest performance classification shall return to the regular evaluation cycle.

Preliminary Notice of Inadequacy:

A. A teacher whose performance is found inadequate shall be issued a preliminary notice of inadequacy of classroom performance if dismissal or nonrenewal is being considered. The notice shall specify the deficiencies and provide at least forty-five (45) instructional days to correct them.

B. A preliminary notice may be issued by the Superintendent or another authorized employee of the Governing Board, and its issuance shall be reported to the Governing Board within ten (10) school days.

C. Each notice shall be accompanied by a performance improvement plan.

D. The Governing Board shall adopt a definition of inadequacy of classroom performance aligned with the performance classifications.

Nonrenewal/Dismissal:

A. The Governing Board shall issue notices of dismissal or nonrenewal as required by law.

B. Notices shall include a copy of relevant evaluations and state the reasons for dismissal or nonrenewal.

C. Notices shall be delivered personally or sent by registered or certified mail to the teacher’s address of record.

D. No notice of dismissal or nonrenewal based on inadequacy shall be issued until the statutory observation and performance plan process has been completed.

Contracts:

A. The Governing Board shall offer contracts to certificated teachers as provided in statute, except where proper notice of dismissal or nonrenewal has been given.

B. Teachers must accept contracts within fifteen (15) business days after receipt, or the offer is revoked. Receipt is deemed to occur when the contract is personally delivered, placed in the school-provided mailbox (including e-mail), or two (2) days after being placed in the U.S. mail. Acceptance occurs by signing and returning the contract or by delivering a written instrument accepting its terms.

C. A continuing teacher designated in the lowest performance classification for the current school year shall become a probationary teacher for the subsequent school year and shall remain probationary until designated in one (1) of the top two (2) performance classifications.

Principals, Administrators, and Psychologists:

A. The evaluation system for certificated school psychologists shall include all components required by A.R.S. 15-503.

B. On or before May 15, the Governing Board shall offer a contract for the next school year to each certified administrator and certificated school psychologist who is in the last year of their contract, unless notice of nonrenewal is given on or before April 15.

C. Notice of nonrenewal shall be delivered personally or sent by certified mail, postmarked on or before the statutory deadline.

D. The administrator's or certificated school psychologist's acceptance of the contract shall be indicated within thirty (30) days after the date of the written contract or the offer is revoked. The administrator or certificated school psychologist accepts the contract by signing and returning the contract to the Governing Board or by making a written instrument that accepts the terms of the contract and delivering it to the Governing Board.

Appeal of Evaluation (incorporated from former Regulation GCO-RB, per ASBA Policy Advisory 1015)

When an evaluation is used as the criterion for establishing a teacher's compensation, the teacher will be so informed at the conference where the evaluation is discussed.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal to the Superintendent no later than ten (10) days after the conference where the disputed evaluation is discussed.

The appeal to the Superintendent shall be limited to the sole issue of how the evaluation procedure used is at variance from the Board-adopted procedure. The burden of proof is on the teacher and the appeal may consist of a paper review. The decision of the Superintendent shall be final and not subject to further appeal or review.

Note on Issue

ASBA Policy Advisory 1015 (April 2026) also revised the evaluation regulation itself, including the preliminary notice of inadequacy provisions. Before this regulation issues, the Superintendent shall reconcile the text above against the April 2026 redline so that GCO-R carries the current model language plus the appeal section. On issue, Regulations GCO-RA and GCO-RB are retired.

2.F. **Policies JF-R, JFAA-R, JFAB-R, JFABC-R, JFABD-RB, JFABDA-RB, and JFB-RB**

Admissions and residency regulations adopted September 15, 2026: JF-R, JFAA-R, JFAB-R, JFABC-R, JFABD-RB, JFABDA-RB, and JFB-RB. Implementation and forms. Discussion only.

JF-R, JFAA-R, JFAB-R, JFABC-R, JFABD-RB, JFABDA-RB, JFB-RB, Admissions and Residency Regulations

Policy review for the September 18, 2026 workshop

Adopted September 15, 2026 with ASBA Policy Advisories 1047 to 1064 (agenda item 8.G). Text is in the attached advisory batch. Pile: Information.

Notes on possible changes

What they are. The August 13 reconciliation found seven documents missing from our manual; six govern admissions, residency, transfers, homeless students and students in foster care, and the seventh is the open enrollment regulation. All seven were in the September 15 adoption batch.

Implementation questions, because these regulations assume things exist.

1. Residency documentation forms JFAA-EA and JFAA-EB (adopted 2021) are the forms JFAA-R and JFAB-R rely on. Are they the forms the offices actually use at registration, and were they used for this year's enrollment? The October 1 count depends on residency being documented.
2. JFABD-RB and Exhibit JFABD-EA require a named homeless liaison. Who is the District's McKinney-Vento liaison this year, and is the name posted?
3. JFABDA-RB and JFABDA-EA require a foster care point of contact. Same question.
4. JFB-RB, open enrollment, requires the District to set capacity by grade and program and publish the application timeline. That is the mechanism behind our nonresident enrollment and it should exist in writing before the spring open enrollment window.

Recommendation. Assign owners in the room Friday: Julie Mills for residency forms and the count, Pamela Dean for the homeless and foster care liaison designations, the Superintendent for open enrollment capacity. Information item October 13 with the names filled in.

Current text: see the attached ASBA advisory; this document is not yet in the JCUSD manual.

2.G. **Policy JLDB, Exhibits JLDB-EA, JLDB-EB, JLDB-EC, and JLDB-ED.** Policy JLDB, Restraint and Seclusion, and Exhibits JLDB-EA, JLDB-EB, JLDB-EC, and JLDB-ED. Status of legal review and staff training. Discussion only.

JLDB, Restraint and Seclusion, with Exhibits JLDB-EA, EB, EC and ED

Policy review for the September 18, 2026 workshop

Adopted June 21, 2016. Checked against A.R.S. 15-105 as published by the Legislature on September 15, 2026: the policy matches the statute paragraph for paragraph. Pile: Status. No change to the policy.

Notes on possible changes

The policy is current. The August 14 update said this policy predates the current statute. On reading the statute as it stands today, that is not so: the conditions for use, the observation and termination rules, the trained personnel rule with its emergency exception, the breathing and proportionality limits, the same day parent notice, the written documentation, the review after repeated use, the law enforcement provision, and the definitions are the same in both. The policy does not need amending.

What is missing is the procedure. The policy says "schools shall establish reporting and documentation procedures." None were ever established. The four ASBA exhibits, EA (definitions and instructions), EB (incident form), EC (parent notification log) and ED (repeated use review), show no local issue date, which means they were never put into use. The District has one certified crisis intervention trainer.

What the Superintendent will issue in October, as Regulation JLDB-R.

1. Who may restrain: staff trained in the District's adopted program, plus the statute's emergency exception word for word. Each principal keeps a roster of trained staff, updated every August and after every training.
2. Prohibited techniques: anything that impedes breathing (already in the policy), and as a local choice, no prone or supine floor holds and no mechanical restraint.
3. Seclusion: a statement of whether the District uses it at all, based on whether any room on either campus is one a student cannot leave. If no such room exists, the regulation says so and the seclusion procedures do not apply.
4. Documentation: Exhibit B completed by the staff involved before leaving for the day; principal reviews and signs, notifies the parent the same day and logs it on Exhibit C, and sends the Superintendent a copy within one school day; written documentation to the parent within two school days; copy to the student's record; for a student with an IEP, copy to the special education director and notice to the IEP team.
5. Repeated use: the second incident in a school year triggers the Exhibit D review within ten school days, including whether a functional behavioral assessment is needed; for an IEP student it is an IEP team meeting.
6. Law enforcement summoned instead of a restraint: same forms and timelines.

7. Training: an annual fall cohort of at least four trained adults per campus including the office, certificates in personnel files, a second certified trainer budgeted, and an annual count reported to the Superintendent and to the Board in aggregate.

Recommendation. No Board action on the policy. The Superintendent issues JLDB-R with the four exhibits as an information item October 13. The only line worth a legal read is the prone and supine prohibition, and that can go to counsel after issue.

Current JCUSD text

Adopted: June 21, 2016

Restraint and seclusion are not to be used as disciplinary consequences.

A school may permit the use of restraint or seclusion techniques on any pupil if both of the following apply:

A. The pupil's behavior presents an imminent danger of bodily harm to the pupil or others.

B. Less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.

If a restraint or seclusion technique is used on a pupil:

A. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion technique is in use.

B. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.

C. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques unless an emergency situation does not allow sufficient time to summon trained personnel.

D. The restraint technique employed may not impede the pupil's ability to breathe.

E. The restraint technique may not be out of proportion to the pupil's age or physical condition.

Schools may establish policies and procedures for the use of restraint or seclusion techniques in a school safety or crisis intervention plan if the plan is not specific to any individual pupil.

Schools shall establish reporting and documentation procedures to be followed when a restraint or seclusion technique has been used on a pupil. The procedures shall include the following requirements:

A. School personnel shall provide the pupil's parent or guardian with written or oral notice on the same day that the incident occurred, unless circumstances prevent same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four (24) hours after the incident.

B. Within a reasonable time following the incident, school personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.

C. Schools shall review strategies used to address a pupil's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the pupil during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment.

If a school district or charter school summons law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures established under the paragraph above. School resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by their law enforcement agency.

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection b, paragraph 3.)

The District authorizes the use of these definitions which are included in A.R.S. 15-105:

A. "Restraint" means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices. Restraint does not include any of the following:

1. Methods or devices implemented by trained school personnel or used by a pupil for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.

2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a pupil to comply with a reasonable request or to go to a safe location.

3. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.

4. Physical force used to take a weapon away from a pupil or to separate and remove a pupil from another person when the pupil is engaged in a physical assault on another person.

B. "School" means a school district, a charter school, a public or private special education school that provides services to pupils placed by a public school, the Arizona State Schools for the Deaf and the Blind and a private school.

C. "Seclusion" means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior

management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.

Adopted: June 21, 2016

LEGAL REF.: A.R.S. 13-403 et seq. 13-2911 15-105 15-341 15-342 15-841 15-842 15-843 15-844

CROSS REF.: GBEB - Staff Conduct JIC - Student Conduct JK - Student Discipline JKA - Corporal Punishment JKD - Student Suspension JKE - Expulsion of Students

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

JLDB-R RESTRAINT AND SECLUSION, Regulation

Regulation, new. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent under Policy CH in October 2026 with Exhibits JLDB-EA through ED. Received by the Board as an information item October 13, 2026.

Local decisions written into this document: The District does not use seclusion. No prone or supine floor holds and no mechanical restraint. Written parent documentation within three school days. Trained-staff roster by campus, four adults per campus minimum. Elementary training October 2026, Handle With Care. Annual aggregate report to the Board.

Purpose

This regulation implements Policy JLDB, Restraint and Seclusion, and A.R.S. 15-105. It states who may use restraint in Joseph City schools, what is prohibited, how every incident is documented and reported, and how staff are trained. Policy JLDB is current against the statute and is not changed by this regulation.

Definitions

Restraint and seclusion have the meanings given in A.R.S. 15-105 and Exhibit JLDB-EA. Restraint does not include the four exclusions in the statute: therapeutic or medical devices, temporary touching or holding to guide a student, brief holding to calm or comfort a student, or physical force to take a weapon or to separate students in a physical altercation. A voluntary calming space or break location that a student may leave, used under a student's plan, is not seclusion.

Seclusion

The District does not use seclusion. No student shall be confined alone in a room or area from which the student is physically prevented from leaving. Rooms formerly used for that purpose at the elementary school have been repurposed and shall not be returned to that use.

Who May Use Restraint

Restraint may be used only by staff who hold a current certification in the District's adopted crisis intervention program (currently Handle With Care), and only when the student's behavior presents an imminent danger of bodily harm to the student or others and less restrictive interventions appear insufficient. Each principal shall keep a roster of currently certified staff on that campus, updated each August and after each training. In an emergency that does not allow time to summon certified staff, any staff member may act as the statute permits, and the incident is documented in the same way.

Prohibited Techniques

No restraint shall impede a student's ability to breathe. In addition, and as a local standard stricter than the statute, no staff member shall use a prone (face down) or supine (face up) floor hold, and no mechanical restraint of any kind shall be used. Any restraint shall be proportionate to the student's age

and physical condition, shall be continuously visually observed by an adult, and shall end as soon as the danger ends.

Documentation and Notification

A. Exhibit JLDB-EB, the incident documentation form, shall be completed by the staff involved before they leave campus on the day of the incident.

B. The principal shall review and sign the form the same day and shall make a good faith effort to notify the parent or guardian orally the same day, or within twenty-four hours if circumstances prevent same-day contact, recording the attempt and the contact on Exhibit JLDB-EC.

C. A copy of the completed form shall be delivered to the Superintendent within one school day.

D. Written documentation of the incident shall be provided to the parent or guardian within three school days. This is the reasonable time set by the District under A.R.S. 15-105.

E. A copy shall be placed in the student's education record. For a student with an IEP or Section 504 plan, the Director of Special Education Services and the student's IEP or 504 team shall be notified the same day.

Repeated Use

A second restraint of the same student within a school year triggers the review described in Exhibit JLDB-ED within ten school days. The review shall consider whether a functional behavior assessment is needed and whether the student's plan should be revised. For a student with an IEP, the review is conducted as an IEP team meeting.

Law Enforcement in Lieu of Restraint

If law enforcement is summoned to respond to a student's behavior instead of a restraint being used, the same documentation, notification and review requirements apply.

Training

A. The District's certified trainer shall train a fall cohort on each campus so that every wing of each building, including the front office, has at least two trained adults, and no fewer than four trained adults per campus. The elementary cohort trains in October 2026; aides follow as scheduling allows.

B. Certificates are kept in personnel files. The Superintendent shall budget for a second certified trainer.

C. The Superintendent shall report to the Governing Board each year, in aggregate and without student identifiers, the number of restraint incidents, the number of students involved, and the number of trained staff.

Special Education Manual

This regulation and Exhibits JLDB-EA through JLDB-ED shall be incorporated into the District Special Education Manual.

Legal reference: A.R.S. 15-105, 15-341, 15-843. Cross reference: Policy JLDB; Exhibits JLDB-EA, EB, EC, ED; Policy JK.

2.H. **Policy ACAA, Title IX Sex Discrimination, and Regulation ACAA-R. Title IX Coordinator designation.**

Discussion only.

ACAA, Title IX Sex Discrimination

Policy review for the September 18, 2026 workshop

Adopted November 12, 2025. Uses the 2020 Title IX regulations' definitions, which govern after the 2024 rule was vacated in January 2025. Pile: Confirm.

Notes on possible changes

Status. Current. The policy uses the 2020 rule's definition of sexual harassment (quid pro quo; severe, pervasive and objectively offensive; and the Clery Act offenses), which is the framework in force since the 2024 rule was vacated nationwide in January 2025. No change needed.

Recommendation. Confirm. The work is in the regulation, next document.

Current JCUSD text

Adopted: Wednesday, November 12, 2025

Purpose

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive federal financial assistance. The District does not discriminate based on sex and adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sex discrimination, including unlawful sexual harassment.

Definitions

Sexual Harassment

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Complainant

A complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent

A respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Title IX Coordinator

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Reporting

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.

The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

District Response Process

The District will respond promptly when any school employee has notice of sex discrimination, including of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

Confidentiality

The District will make reasonable efforts to keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Mandatory Reporting

Title IX sex discrimination complaints, including sexual harassment complaints, may include violations covered by Arizona's mandatory reporting statute, A.R.S. §13-3620. Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted: Wednesday, November 12, 2025

LEGAL REF.: A.R.S. 13-3620 20 U.S.C. 1092 20 U.S.C. 1681, Education Amendments of 1972, Title IX 34 U.S.C. 12291

CROSS REF.: AC - Nondiscrimination/Equal Opportunity JB - Equal Educational Opportunities

ACAA-R, Title IX Sex Discrimination Regulation

Policy review for the September 18, 2026 workshop

No local issue date shown. Names Bryan Fields, former Superintendent, as Title IX Coordinator with his former email. Pile: Information, with a designation to make.

Notes on possible changes

What has to change. The regulation and every public Title IX notice must carry the current coordinator's name, title, office address, email and telephone (34 C.F.R. 106.8). The Superintendent has designated himself: Shannon Harvilla, Superintendent, PO Box 8, 8176 Westover Ave., Joseph City, AZ 86032, sharvilla@jcusd.org, 928.288.3307. That goes into the regulation, the district website, both student handbooks, the employee handbook, and employment applications.

A second designation. Under the 2020 regulations the decision-maker in a formal complaint may not be the Title IX Coordinator or the investigator. With the Superintendent as coordinator, the District must name a separate decision-maker, and an appeal decision-maker who is different again. Options: a principal from the campus not involved in the complaint, or an outside hearing officer under an agreement. The regulation's decision-maker paragraphs should name the position, not the person, so it survives turnover.

Training. Everyone in the process (coordinator, investigators, decision-makers) must be trained, and the training materials must be posted on the district website. Confirm which training the current administrators have completed and post it.

Recommendation. The Superintendent issues the updated ACAA-R as an information item October 13 with the coordinator line updated and the decision-maker position named. Julie updates the website and handbook notices the same week.

Current JCUSD text

Adopted/Revised: not shown on page

REGULATION

TITLE IX SEX DISCRIMINATION

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Name/Title: Bryan Fields, Superintendent Address: PO Box 8 - 8176 Westover Ave., Joseph City, AZ 86032 E-mail: bryanf@jcusd.org Telephone: 928-288-3307

Complaint Process

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.

B. An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

Supportive Measures

The District's initial response to any report of sex discrimination must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. Supportive measures provided shall remain confidential, if possible. This confidentiality must not impair the District's ability to provide support, limit its ability to carry out the complaint process, including as otherwise may be permitted by law.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Even if no formal complaint has been filed, the Title IX Coordinator shall promptly:

A. Contact the complainant to discuss the availability of supportive measures;

B. Consider the complainant's wishes with respect to supportive measures;

C. Inform the complainant of the availability of supportive measures; with or without the filing of a formal complaint; and

D. Explain to the complainant the process for filing a complaint.

Removal of Respondent

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

A. Provide written notice to all parties upon receipt of complaint, which must include:

1. Notice of the District's formal grievance process, including any informal resolution process;

2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and

5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.

B. Treat complainants and respondents equitably;

C. Require an objective evaluation of all relevant evidence;

D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;

E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

F. Include reasonably prompt timeframes for the conclusion of the grievance process;

G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;

H. State that the District uses a preponderance of the evidence standard or the clear and convincing evidence standard to determine responsibility;

I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;

J. Describe the range of supportive measures available to complainants and respondents; and

K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

Investigation

When investigating a formal complaint and throughout the complaint process, the District shall:

A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;

B. Provide an equal opportunity for the parties to present witnesses and evidence;

C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;

D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;

E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;

F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and

G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

Informal Resolution Process

At any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

A. Provides to the parties a written notice disclosing:

1. The allegations;

2. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;

B. Obtains the parties' voluntary, written consent to the informal resolution process; and

C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Dismissal of Complaint

If the conduct alleged in a formal complaint does not meet the Title IX definition of sex discrimination as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein.

B. The respondent is no longer enrolled or employed by the District; or

C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

Decision-Maker

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

A. Identification of the allegations potentially constituting sexual harassment;

B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the District's code of conduct to the facts;

E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and

F. The District's procedures and permissible bases for the complainant and respondent to appeal.

Determination and Appeal Process

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

A. Procedural irregularity that affected the outcome of the matter;

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;

D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

E. Issue a written decision describing the result of the appeal and the rationale for the result; and

F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Records

The District shall maintain for a period of seven (7) years records of:

A. Each sex discrimination investigation including:

1. Any determination regarding responsibility;

2. Any disciplinary sanctions imposed on the respondent; and

3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.

B. Any appeal and the result therefrom;

C. Any informal resolution and the result therefrom; and

D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken or not taken in response to a report or formal complaint of sex discrimination. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a recipient does not provide a complainant with supportive measures, then the recipient must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2

ACAA-R TITLE IX SEX DISCRIMINATION, Regulation

Regulation, coordinator designation updated. Superintendent's Recommendation, presented to the Governing Board at the policy work session of September 18, 2026. Issued by the Superintendent under Policy CH. Received by the Board as an information item October 13, 2026. Website, handbooks and applications updated the same week.

Local decisions written into this document: Shannon Harvilla, Superintendent, designated Title IX Coordinator. Decision-maker: the principal of the uninvolved campus. Appeal: outside hearing officer under agreement, or the other principal. Complaints naming the Superintendent go to the Board President.

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." Because the Superintendent serves as Title IX Coordinator, a complaint in which the Superintendent is the respondent shall be filed with the President of the Governing Board, who shall designate District counsel or an outside coordinator for that complaint.

Title IX Coordinator:

Name/Title: Shannon Harvilla, Superintendent

Address: P.O. Box 8, 8176 Westover Avenue, Joseph City, Arizona 86032

E-mail: sharvilla@jcusd.org

Telephone: 928.288.3307

Decision-Maker and Appeal Decision-Maker

The Title IX Coordinator shall not serve as the decision-maker or the appeal decision-maker in any formal complaint. The decision-maker shall be the principal of the campus not involved in the complaint. The appeal decision-maker shall be an outside hearing officer under agreement with the District, or, if none is available, the other principal, provided that person did not serve as the investigator or the decision-maker.

Notice and Training

The name, title, office address, e-mail and telephone of the Title IX Coordinator shall be provided to students, parents and guardians, employees, applicants for admission and employment, and all unions, and shall be posted on the District website and in the student and employee handbooks (34 C.F.R. 106.8). All persons serving as Coordinator, investigator, decision-maker, appeal decision-maker or informal resolution facilitator shall complete Title IX training, and the training materials shall be posted on the District website.

Complaint Process

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.

B. An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

Supportive Measures

The District's initial response to any report of sex discrimination must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. Supportive measures provided shall remain confidential, if possible. This confidentiality must not impair the District's ability to provide support, limit its ability to carry out the complaint process, including as otherwise may be permitted by law.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Even if no formal complaint has been filed, the Title IX Coordinator shall promptly:

A. Contact the complainant to discuss the availability of supportive measures;

B. Consider the complainant's wishes with respect to supportive measures;

C. Inform the complainant of the availability of supportive measures; with or without the filing of a formal complaint; and

D. Explain to the complainant the process for filing a complaint.

Removal of Respondent

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

A. Provide written notice to all parties upon receipt of complaint, which must include:

1. Notice of the District's formal grievance process, including any informal resolution process;

2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and

5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.

B. Treat complainants and respondents equitably;

C. Require an objective evaluation of all relevant evidence;

D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;

E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

F. Include reasonably prompt timeframes for the conclusion of the grievance process;

G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;

H. State that the District uses a preponderance of the evidence standard or the clear and convincing evidence standard to determine responsibility;

I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;

J. Describe the range of supportive measures available to complainants and respondents; and

K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

Investigation

When investigating a formal complaint and throughout the complaint process, the District shall:

A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;

B. Provide an equal opportunity for the parties to present witnesses and evidence;

C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;

D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;

E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;

F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and

G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

Informal Resolution Process

At any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

A. Provides to the parties a written notice disclosing:

1. The allegations;

2. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to

withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;

B. Obtains the parties' voluntary, written consent to the informal resolution process; and

C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Dismissal of Complaint

If the conduct alleged in a formal complaint does not meet the Title IX definition of sex discrimination as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein.

B. The respondent is no longer enrolled or employed by the District; or

C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

Decision-Maker

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

A. Identification of the allegations potentially constituting sexual harassment;

B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the District's code of conduct to the facts;

E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and

F. The District's procedures and permissible bases for the complainant and respondent to appeal.

Determination and Appeal Process

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

A. Procedural irregularity that affected the outcome of the matter;

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;

D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

E. Issue a written decision describing the result of the appeal and the rationale for the result; and

F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Records

The District shall maintain for a period of seven (7) years records of:

A. Each sex discrimination investigation including:

1. Any determination regarding responsibility;

2. Any disciplinary sanctions imposed on the respondent; and

3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.

B. Any appeal and the result therefrom;

C. Any informal resolution and the result therefrom; and

D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken or not taken in response to a report or formal complaint of sex discrimination. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a recipient does not provide a complainant with supportive measures, then the recipient must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

2.I. **Items for the October 9, 2026 policy work session: Sections A, B, and C of the policy manual.**
Discussion only.

3. **Adjournment**