

**NOTICE OF REGULAR BOARD MEETING
KINGMAN UNIFIED SCHOOL DISTRICT #20 GOVERNING BOARD**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Governing Board of Kingman Unified School District #20 and to the general public that the Governing Board of Kingman Unified School District #20 will hold a meeting open to the public at **4:30 PM, Tuesday, October 8, 2024**. The meeting will be held in the **Kingman Unified School District Office, 3033 MacDonald Avenue, Kingman, AZ 86401**. Agenda is subject to revision 24 hours prior to meeting. A copy of the agenda background material provided to KUSD Board members (with exception of material relating to possible executive sessions) is available for public inspection 24 hours before the meeting at our district office, 3033 MacDonald Avenue, Kingman, AZ. When necessary, the Board may vote to go into Executive Session, which will not be open to the public, for discussion and consultation for legal advice regarding any of the agenda items (A.R.S. § 38-431.03 (A)(3)), to discuss personnel matters (A.R.S. § 38-431.03 (A)(1)), records exempt by law from public inspection (A.R.S. § 38-431.03 (A)(2)), or for legal advice and consultation regarding pending or contemplated litigation (A.R.S. § 38-431.03 (A)(4)).

The agenda for the meeting, posted on October 3, 2024, is as follows.

Agenda of the Governing Board; Dr. Gretchen Dorner, Superintendent

Members of the Kingman School District Governing Board will attend in person, by telephone, video or internet conferencing. Agenda is subject to revision 24 hours prior to meeting.

To watch the School Board meeting via computer or a smartphone with a data plan:

<https://www.youtube.com/c/KUSD20>

Regular Board Meeting

Tuesday, October 8, 2024

4:30 PM

Kingman Unified School District Office, 3033 MacDonald Avenue, Kingman, AZ 86401

1. Call to Order
Agenda Item Type: Procedural
2. Pledge of Allegiance
Agenda Item Type: Procedural
3. Roll Call
Agenda Item Type: Procedural
4. Call to the Audience (The Board will listen to any comment from the public but will not respond except as permitted by A.R.S. § 38-431.01 (G). The Board may refer the item to the administration or request to have it placed on a future agenda.)
Agenda Item Type: Procedural
5. Reports:

Superintendent: Project Kart Presentation

Board Reports:
Agenda Item Type: Informational
6. Consent Agenda
Approval of Routine Orders of Business. Documentation concerning the matters on the Consent Agenda may be reviewed at the Kingman Unified District Office, 3033 MacDonald Ave. Any Board member may request an item be pulled off the agenda for further discussion.
Agenda Item Type: Discussion/Action
 - A. Approve Minutes:

- B. Approve Vouchers:
 - 1. Payroll Vouchers: 8-11, 1008, 1011
 - 2. KUSD Vouchers: 2011-2016
- C. Approve Personnel Hire Ratification List:
- D. Approve Personnel Term/Leave Ratification List:
- E. Approve or ratify the requests for employee contract/work agreement adjustments for changes in position:
- F. Approve September 2024 Financials
- G. Approve School Fundraisers
- H. Approve out of state travel for Kingman Middle School's Special Olympic Team which includes 30 students and 5 staff members/chaperones to participate in a tour of the University of Nevada in Las Vegas, Nevada on November 22, 2024
- I. Approve auctions and disposal list (listed in Board packet)
- J. Ratify an increase of \$1,140.70 in contracted pay for Kayla Handyside, Teacher, reflecting a lane change on the salary schedule for completion of graduate -level hours
- K. Ratify an increase of \$1,140.70 in contracted pay for Delanie Cencelewski, Teacher, reflecting a lane change on the salary schedule for completion of graduate -level hours
- L. Ratify an increase of \$1,140.70 in contracted pay for Darcy Malmin, Teacher, reflecting a lane change on the salary schedule for completion of graduate -level hours
- M. Ratify an increase of \$1,251.70 in contracted pay for Tiffany Johnson, Instructional Coach, reflecting a lane change on the salary schedule for completion of graduate -level hours

7. First Reading of changes in policy as recommended by ASBA

Agenda Item Type: Discussion

- Policy Advisory No. 801** Policy BAA — Evaluation of School Board /Board Self-Evaluation
- Policy Advisory No. 802**Policy DJE — Bidding / Purchasing Procedures
- Regulation DJE-R** Bidding / Purchasing Procedures
- Policy Advisory No. 803**Policy GCFC — Professional Staff Certification and Credentialing Requirements
- Exhibit GCFC-E** — Professional Staff Certification and Credentialing Requirements
- Policy Advisory No. 804**Policy GDFA — Support Staff Qualifications and Requirements
- Exhibit GDFA-E** — Support Staff Qualifications and Requirements
- Policy Advisory No. 805**Policy IGA — Curriculum Development
- Policy Advisory No. 806**Policy IMG — Animals in Schools
- Regulation IMG-R** — Animals in Schools
- Policy Advisory No. 807**Regulation JLCD-R — Medicines / Administering Medicines To Students

8. Approve Project Kart racing program as part of project based learning for the CTE Autos Program at LWHS

Agenda Item Type: Discussion/Action

9. Possible action to approve mileage reimbursement for members of the Board to travel to special meetings and workshops

Agenda Item Type: Discussion/Action

Dr. Gretchen Dorner

10. Approve Evelyn Whittaker as the KUSD #20 Back Up Hearing Officer when needed

Agenda Item Type: Discussion/Action

Stacey Mayo

11. Approve recommendation to renew district RFP 21-10-26 for hardware and small tools with Kingman True Value, final year of a five-year award

Agenda Item Type: Discussion/Action

Donette Piccinetti

12. Approve Inter Agency Agreement with the Boys and Girls Club to provide reimbursable meals as part of the After School At Risk Meal Program
Agenda Item Type: Discussion/Action
Margot Jones
13. Approve Kingman Unified School District's FY24 Annual Financial Report (AFR)
Agenda Item Type: Discussion/Action
Margot Jones
14. Approve listed donations:
Agenda Item Type: Discussion/Action
15. Possible motion to move into Executive Session per A.R.S. §38-431.03(A)(1) to discuss request to be released from employment by Jennifer Collins
Agenda Item Type: Discussion/Action
Angela Moreschi
16. Possible motion to reconvene into Regular Session for any action resulting from the Executive Session
Agenda Item Type: Discussion/Action
17. Possible action on a request by Jennifer Collins to be released from her FY 2024-25 employment contract, effective October 8, 2024
Agenda Item Type: Discussion/Action
18. Possible motion to move into Executive Session per A.R.S. §38-431.03(A)(1) to discuss the termination of Kaylub Clark
Agenda Item Type: Discussion/Action
Angela Moreschi
19. Possible motion to reconvene into Regular Session for any action resulting from the Executive Session
Agenda Item Type: Discussion/Action
20. Possible action to ratify the termination of Kaylub Clark, Bus Monitor, effective September 10, 2024, for reasons stated in the confidential memorandum to the Governing Board
Agenda Item Type: Discussion/Action
21. Board Comments
Agenda Item Type: Discussion
22. Adjourn
Agenda Item Type: Action

Pursuant to the Americans with Disabilities Act (ADA), Kingman Unified School District #20 endeavors to ensure the accessibility of all its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Kingman Unified School District Office at (928) 753-5678 or email vportillo@kUSD.org.

Requests should be made as early as possible to allow time to arrange accommodation.

C. Approve Personnel Hire Ratification list:

LAST NAME	FIRST NAME	SITE	POSITION	DATE
Acosta	Jennifer	District Office	Substitute Teacher	9/16/2024
Black	Emily	District Office	Substitute Teacher	9/04/2024
Brown	Kaneasa	Little Explorers	CDC Caregiver	9/03/2024
Bruce	Aiden	Transportation	Bus Monitor	9/04/2024
Cavallino	Tegan	Cerbat	Paraeducator I	9/23/2024
Coggins	Annie	White Cliffs Middle School	Speech Paraeducator	9/25/2024
Harris	Kathleen	Little Explorers	Paraeducator IV/V	9/17/2024
Khalaf	David	Transportation	Bus Monitor	9/09/2024
Lambert	Melody	Little Explorers	Paraeducator IV/V	9/03/2024
Lovato Cordero	Julian Kemper	Little Explorers	Paraeducator IV/V	9/24/2024
Luzania	Megan	Hualapai	Paraeducator I	9/03/2024
Mirabuena	Ira Erwin	Manzanita	SPED Teacher	9/09/2024
Pike	Trisha	Desert Willow	Paraeducator IV/V	9/03/2024
Roque	Jean	Transportation	Bus Monitor	10/14/2024
Wolf	Geraldine	District Office	Substitute Teacher	9/17/2024
Woodruff	Kristen	District Office	Substitute Teacher	9/16/2024

. Approve Personnel Term/Leave Ratification List:

LAST NAME	FIRST NAME	SITE	POSITION	DATE
Aguirre	Elizabeth	Little Explorers	Paraeducator IV/V	9/12/2024
Brindle Parsons	Shyann	Cerbat	Paraeducator IV/V	9/12/2024
Bryson	Alec	District Office	Speech-Language Pathology Asst.	9/23/2024
Donoho	Kaitlyn	Little Explorers	CDC Caregiver	9/30/2024
Gaona	Cameron	Kingman Middle School	Paraeducator IV/V	9/26/2024
Hagadorn	Jeffrey	Transportation	Bus Driver	9/24/2024
Jensen	Corie	Kingman Middle School	Teacher	9/26/2024
Nazaroff	Deborah	Cerbat	Speech Paraeducator	9/11/2024
Presnal	Brian	White Cliffs Middle School	Speech Paraeducator	9/26/2024
Sprunt	Megan	District Office	Substitute Teacher	9/11/2024
Stewart-Blakely	Linda	Transportation	Bus Driver	8/26/2024
Williams	Valli	District Office	ASL Specialist	9/26/2024

Approve or ratify the requests for employee contract/work agreement adjustments for changes in position:

LAST NAME	FIRST NAME	SITE FROM	POSITION FROM	SITE TO	POSITION TO	DATE
Ohman	Emilee	Cerbat	Paraeducator II	Cerbat	Paraeducator I	9/23/2024

School Fundraisers

School Name: White Cliffs Middle School

For Board Agenda Month: October

Group Name
***NO acronyms only-
 Spell Out name of group!***

Fundraiser Type: Date(s)
 of Fundraiser Location
 of Fundraiser Purpose of fundraiser

<i>Student Council</i>	<i>Trunk or Treat</i>	<i>10-24-24</i>	<i>WCMS parking lot</i>	<i>Raise funds for Stu. Co.</i>
<i>Student Council</i>	<i>Concessions Fall Festival</i>	<i>10-24-24</i>	<i>WCMS courtyard</i>	<i>Raise funds for Stu. Co.</i>
8th Grade Gen Ed	Sale of Water bottles	2024-25 School year	WCMS	Raise funds for field trip
8th Grade Gen Ed.	Popcorn sales	2024-25 School year	WCMS	Raise funds for field trip
8th Grade Gen Ed.	Sticker sales	2024-25 School year	WCMS	Raise funds for field trip
8th Grade Gen Ed.	Bingo	2024-25 School year	WCMS	Raise funds for field trip
8th Grade Gen Ed.	Key chain sales	2024-25 School year	WCMS	Raise funds for field trip
8th Grade Gen Ed.	Pretzel Sales	2024-25 School year	WCMS	Raise funds for field trip



School Fundraisers

School Name: Hualapai Elementary

For Board Agenda Month: October 2024

Group Name
*NO acronyms only-
Spell Out name of group!*

Fundraiser Type:

Date(s)
of Fundraiser

Location
of Fundraiser

Purpose of fundraiser

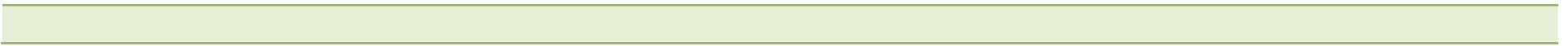
Drama Club

Movie Night – Ticket sales

12-12-24

Hualapai Gymnasium

**Purchase item and costumes
for drama club**



School Fundraisers

School Name: Kingman Middle School

For Board Agenda Month: October 2024

Group Name
*NO acronyms only-
Spell Out name of group!*

Fundraiser Type:

Date(s)
of Fundraiser

Location
of Fundraiser

Purpose of fundraiser

KMS Cambridge

Cornhole Tournament

October-November 2024

TBD

Raise money for field trip

KMS Cambridge

Virtual Fun Run

October – December 2024

Online

Raise money for field trip

KMS Cambridge

Popcorn Popup Store

October – December 2024

Online

Raise money for field trip

KMS Cambridge

Rummage Sale

2024-2025 school year

KMS

Raise money for field trip

School Fundraisers

School Name: Lee Williams High School

For Board Agenda Month: October, 2024

Group Name <i>NO acronyms only- Spell Out name of group!</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
LWHS S Club	Fall Movie Night	October 18, 2024	Lee Williams High School Football Field	Raise money for free events that S Club put on during the school year.
LWHS Senior Cohort	Soak a Senior	October, 21st - October 24th, 2024	Lee Williams High School Commons	Raise money for Senior Class
LWHS Hispanic Student Union	Auqa Frescas	2024-2025 Year Long	Lee Williams High School	Raise money for and promote HSU
LWHS S Club	Note To Graduate	3/1/25-5/15/25	Lee Williams High School and Community	Raise money for club.
LWHS Wrestling/Auxiliary	Spring Dance	5/9/25	Lee Williams High School	Raise funds to be split between Wrestling and Auxiliary
LWHS S Club	Half Court Shot	11/20/24 - 02/13/25	Lee Williams High School and Community	To raise funds for events S Club hosts.
LWHS S Club	Valentine Flower Grams	01/06/25 - 02/13/25	Lee Williams High School	To raise funds for events S Club hosts
LWHS Autos	Pie in the Face	11/18/24 - 11/21/24	Lee Williams High School	Support CTSO activities.
LWHS Student Council	Community Fall Festival	11/2/24	Lee Williams High School	To raise money for Student Council, school, and LWHS Clubs and Activities.
Ladder 11 Crew	LWHS Haunted Tour	10/25/24 & 11/02/24	Lee Williams High School	To raise money for Ladder 11 Crew to put on events.
LWHS Auxiliary	Senior Parking Spaces	2024-2025 Year Long	Lee Williams High School	Raise money for the AUX account. Money will be spent on staff appreciation and VOLS prizes
LWHS Auxiliary	Message on the Marquee	2024-2025 Year Long	Lee Williams High School	Raise money for the AUX account. Money will be spent on staff appreciation and VOLS prizes.
LWHS Scholarship	Never Forget 11 Race	October 26 th , 2024	Lee Williams High School and Community	Proceeds go to the LWHS Faculty Scholarship for graduating seniors.

School Fundraisers

School Name: Kingman High School

For Board Agenda Month: October

Group Name <i>NO acronyms only</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
Spanish Club	Selling tacos @ Tuesdays	Oct 22, 29 & Nov 5, 2024	KHS	Raise funds for trip.
Key Club	Car wash (donations only)	Oct. 12, 2024	Taco Bell	Raise funds for state conference
Wrestling	Pulled Pork Sandwich/ Cole slaw	Oct. 21, 2024	KHS	Raise funds for travel.
LINK Leaders	Aluminum can drive	Nov. 1, 2024 – May 1, 2025	KHS	Raise funds for activities on campus.
LINK Leaders	Deck the Halls – singing carols	Dec 2 – 16, 2024	KHS	Raise funds for student connections activities.
National Honor Society	Root Beer Float sales	Oct 21 -24, 2024	KHS	Raise funds for future activities and expenses.
LINK Leaders	“Knock”-tober – selling knock Knock jokes	Oct 14 – Oct 31, 2024	KHS	Raise funds for student connections activities
Hispanic Student Union	Selling tacos @ Thursdays	Oct 17 & Oct 31, 2024	KHS	Raise funds for a trip
School Auxiliary Account	Panda Express % of Sales	11/2,12/7,2/15 & 3/22	Panda Express	Raise funds to purchase snacks for Special Education classes.
School Auxiliary Account	Chipotle % of Sales	1/18/2025	Chipotle	Raise funds to purchase snacks for Special Education Classes.



Who: Kingman Middle School Special Olympics Program

What: Field trip tour to the University of Nevada, Las Vegas

When: November 22, 2024

Where: University of Nevada, Las Vegas

Purpose: Kingman Middle School's Special Olympic team would like to participate in a tour of the University of Nevada, Las Vegas campus on November 22, 2024. The Special Olympics team comprises individuals with Intellectual Disabilities and their non-disabled peer mentors. This trip will solely focus on informing students with intellectual disabilities about learning pathways to informed and engaged citizenship.

Number of students: 30

Number of staff/chaperones: 5

Travel plans: 12:00 PM - Arrive to UNLV

12:15 - 12:45 - Lunch in Dining Commons

12:45 - 2:15 PM - Full Campus Tour

2:15 - 3:00 PM - Sneak-A-Peak Activity

3:00 PM - Depart

Cost: Sack Lunches will be provided by Coaches.

Auctions and Disposals List

Lang ACCU Plus Convection Oven Double Stack
Rectangular Tables
Lot of Two Rolling Desks/Tables
Table
Imperial Double Convection Oven
Trapezoid Tables
Hexagon Table
Tall Rectangular Table
Vulcan 6 Burner Range Standard Oven Model 36S-6BN
Beverage Air Milk Cooler 8 Crate
Amana Microwave Model RC22
Silver King Small Milk Cooler
Wood Cabinet
Rectangular Table
Orange Rolling Chairs
Hobart Mixer 4 Speed Model H-660
Cafeteria Gas Skillet
Metro C5 1 Series Heated Holding & Proofing Cabinet Mobile Full Height
Metro C5 1 Series Heated Holding & Proofing Cabinet Mobile Full Height
Brown Stackable Chairs
Rolling Stackable Chairs
Rolling Stackable Chairs With Arm Rests
Hobart Mixer 3 Speed Model A-200 With Stand and Paddle
Cambro Salad Bar
Pallet of Kitchen Cleaning Materials
Outdoor Dining Tables 3 Seater
Rolling Audio/Video AV Cart
Lot of Lab Scales
Digital Microscope
Hobart Mixer 4 Speed Model H-600
Imperial Double Convection Oven
Cambro Insulated 3 Gallon Beverage Dispenser
Metro C5 1 Series Heated Holding & Proofing Cabinet Mobile Full Height
Lot of Hosptial Beds With Mattresses
Kids Climbing Wall 11 Piece
Student Desks
Outdoor Dining Tables 4 Seater
Blodgett Convection Single Gas Oven
Blodgett Convection Oven

Outdoor Dining Tables 2 Seater
Rolling Table
Wood Cabinet
Everest And Jennings Traveler SE Wheel Chair
Imperial Double Convection Oven
Blodgett Convection Oven Double Stack
Imperial Double Convection Oven
Imperial Double Convection Oven
Pair of South Bend Convection Oven Model SLGS/22SC
Detecto Scale
Dresser 3 Drawer
Dresser 3 Drawer
Imperial Double Convection Oven
FWE UHS-20 Full Height Insulated Mobile Heated Cabinet w/ (20) Pan Capacity, 120
Metro C5 Heated Holding & Proofing Cabinet Mobile Full Height
Pro Clean Dishwasher
Lot of Photo Studio/Dark Room Equipment and Film
Xerox CopyCentre C20
Student Desks
Duke Convection Over Double Stack
Beverage Air Water Cooler
Duke Convection Over Double Stack
John Deere 970 Backhoe/Loader
Hustler Raptor SD Mower Model 938670
Club Cadet Series 1500 Mower
John Deere 8A Backhoe Attachment
Howard Price Turf Blazer 530 Mower
John Deere 970 Loader
Gannon John Deere Scraper Attachment
Gearmore Mower Attachment
Turf Aerator Attachment
StyroGenie Polystyrene Densifier SG-1200 With Tray Holders
Graduation Stage with Ramp and Rails
Imperial Double Convection Oven
Stackable Student Chairs
2006 Thomas School Bus
2006 Thomas School Bus
Bluebird School Bus
2006 Thomas School Bus
Bluebird School Bus For Parts

Bluebird Microbus With Chevy Van 30 Cab For Parts

2011 Bluebird School Bus

2007 Thomas School Bus

2007 Thomas School Bus

2002 Bluebird School Bus

2006 Thomas School Bus

2000 Thomas School Bus

2000 Thomas School Bus

2000 Thomas School Bus

2001 Bluebird School Bus

2000 Thomas School Bus

2000 Thomas School Bus

Rolling Stackable Chairs With Arm Rests

1998 Thomas School Bus

2003 Bluebird School Bus

2011 Bluebird School Bus

2000 Bluebird School Bus

2004 Bluebird School Bus

Aver DL30 Distance Learning Tracking Camera

Epson Projector VS340

Epson Projector X17

Hitachi Projector CP-X2010

NEC Projector NP-ME402X

Nikon COOLPIX S6500 Camera

Hitachi Projector LP-TW4001

Dell Optiplex 3011 AIO

Dell Optiplex 9020 AIO

Lenovo ThinkCentre M70a

Lenovo ThinkCentre M77

HP 505B MT

Dell OptiPlex 9020

Lenovo ThinkCentre M720

HP ProDesk 600 G4 MT

Dell OptiPlex 990

Custom Office PC Build NCS FOUR4 DT-A426

Dell OptiPlex 5090

MSI Notebook PC

Dell OptiPlex 7010

Custom Office PC Build Waffle Box

Lenovo Thinkpad X131E

Lenovo Thinkpad X130E

Teradon Intercom System

Dell Latitude 3330

Lenovo Thinkstation E31
Dell Inspiron 15
Dell Latitude E5470
HP ProBook 4415
Dell Latitude E5440
Dell Inspiron 15R-5537
HP 3115m
Dell Inspiron 5559
PVC Soccer Goals (1 Pair)
Blue Folding Gym Mats
Outdoor Parking Bike Racks
Cafeteria Tables - Used
Hitachi Projector CP-X2010
Dell Latitude 3330
Teradon Intercom System
Hand Sanitizing Station (Group of 3) - Used
Plexiglass Counter Shields (Group of 3) - Used
Ricoh Duplicator - Used
Wooden Tables - Used
Ricoh Duplicator - Used
Computer Lab Tables - Used
Large School Laminator (For Parts) - Used
Wooden Tables with Storage - Used
Ricoh Duplicator - Used
Ricoh Duplicator - Used
Ricoh Duplicator - Used
Black Oval Conference Table
Tall Back Rolling Lounge Computer/Desk Chairs (Gray) with Arm Rest
Single Person Rolling Wooden Tables/Desks with Glass Top
Wood Podium with 2 cubbies
Black Oval Conference Table
Oval Back Rolling Computer/Desk Chairs (Gray) with Arm Rest
Single Person Rolling Wooden Tables/Desks
Wheelchair Lift/Elevator - Used
Wheelchair Lift/Elevator - Used
Exercise Bike - Used
Adjustable Resistance Step Climber - Used
Adjustable Resistance Elliptical - Used
Ab Machine with Computer - Used
Adjustable Resistance Step Climber - Used

Rotary Chest Press - Used
Seated Leg Curl Machine - Used
Adjustable Resistance Treadmill - Used
Adjustable Resistance Step Climber - Used
Adjustable Resistance Treadmill - Used
Adjustable Resistance Treadmill (inoperable) - Used
Seated Leg Curl Machine - Used
Exercise Bike - Used
Exercise Bike (inoperable) - Used
Ricoh Duplicator - Used
Long School Work Table - Used
Trapezoid School Work Table - Used
Trapezoid School Work Table - Used
Black Student Chairs (Elementary) - Used
Trapezoid School Work Table - Used
Student Desks with Side Cubby - Used
Trapezoid School Work Table - Used
Blue Student Chairs (Elementary) - Used
Trapezoid School Work Table - Used
Blue Student Chairs (Elementary/Large) - Used
Trapezoid School Work Table - Used
Black Student Chairs (Elementary/Large) - Used
Student Desks with Side Cubby - Used
Student Desks with Top Cubby - Used
Blue Student Chairs (Elementary/Large) - Used
Student Desks with Top Cubby - Used
Student Desks with Top Cubby - Used
Blue Student Chairs (Elementary) - Used
Ricoh Duplicator - Used
Dell Optiplex 9020 AIO
HP Stream 11
HP ProtectSmart 3105m
Dell Latitude E6440
HP 3115m
Lenovo ThinkPad Edge E531
HP Probook 4420s

POLICY SERVICES *ADVISORY*

Volume 36, Number 5

September 2024

Policy Advisory No. 801..... Policy BAA — Evaluation of
School Board / Board Self-Evaluation

Policy Advisory No. 802Policy DJE — Bidding / Purchasing Procedures
Regulation DJE-R Bidding / Purchasing Procedures

Policy Advisory No. 803Policy GCFC — Professional Staff Certification and
Credentialing Requirements
Exhibit GCFC-E — Professional Staff Certification and
Credentialing Requirements

Policy Advisory No. 804Policy GDFA — Support Staff Qualifications and
Requirements
Exhibit GDFA-E — Support Staff Qualifications and
Requirements

Policy Advisory No. 805 Policy IGA — Curriculum Development

Policy Advisory No. 806 Policy IMG — Animals in Schools
Regulation IMG-R — Animals in Schools

Policy Advisory No. 807 Regulation JLCD-R — Medicines / Administering
Medicines To Students

POLICY ADVISORY DISCUSSION

Summary

Most of the following policy advisories were updated to align with language in statute and/or Arizona Administrative Code. Policies BAA and IGA removed language that was not statutorily required. Policy DJE and Regulation DJE included language regarding documentation of evidence for verifications to assist Districts with their processes.

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

Policy Advisory Discussion

Policy Advisory No. 801

Policy BAA — Evaluation of School Board / Board Self-Evaluation

The language noting an annual meeting by October 30 for the purpose of a board self-evaluation was removed as it is not statutorily required. Language allowing for board discretion was included instead.

Policy Advisory No. 802

Policy DJE — Bidding / Purchasing Procedures Regulation DJE-R — Bidding / Purchasing Procedures

Language was added to ensure Districts are purposefully documenting evidence for their verification process.

Policy Advisory No. 803

Policy GCFC — Professional Staff Certification and Credentialing Requirements Exhibit GCFC-E — Professional Staff Certification and Credentialing Requirements

The Policy and Exhibit were updated to include statutory language in A.R.S. 15-509.

Policy Advisory No. 804

Policy GDFA — Support Staff Qualifications and Requirements Exhibit GDFA-E — Support Staff Qualifications and Requirements

The Policy and Exhibit were updated to include statutory language in A.R.S. 15-509.

Policy Advisory No. 805

Policy IGA — Curriculum Development

Language requiring certified personnel to serve on curriculum committees was removed due to a lack of statutory basis.

Policy Advisory No. 806

Policy IMG — Animals in Schools Regulation IMG-R — Animals in Schools

Language was updated and clarified based on the Americans with Disabilities Act (ADA), § A.R.S. 11-1024, and A.A.C. R13-13-104.

Policy Advisory No. 807

Regulation JLCD-R — Medicines / Administering Medicines To Students

The Arizona State Board of Education updated R7-2-811 on Seizure Management Training. This Rule clarifies the application of SB1654 regarding implementation of correct timelines for school compliance, required maintenance of proof of completed training, and appropriate publication of applicable resources.



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 review the policy references and consult an attorney for further explanation.

**BAA ©
EVALUATION OF SCHOOL BOARD /
BOARD SELF – EVALUATION**

The Board may meet, ~~should it choose to do so, at least annually, not later than October 30,~~ for the purpose of appraising its functioning as a Board and to evaluate Board performance. The appraisal plan approved by the Board will be developed by the Board President working with the Superintendent.

Evaluation instruments for Board operation may be used in the process.

The Superintendent and others who regularly work with the Board may be asked to participate in all or a portion of the appraisal.

Areas of Board operations and relationships that may be appropriate to consider during the evaluation of Governing Board procedures may include, but are not limited to:

- A. Board meetings/decision-making process.
- B. Policy development/implementation.
- C. Board/District goal setting.
- D. Curriculum and instruction management/program.
- E. Fiscal management/resource allocation.
- F. School plant planning/management.
- G. Board member orientation.
- H. Board member development.
- I. Board officer performance.
- J. Board member relationships.
- K. Board-Superintendent relationship.
- L. Board-community relationship.
- M. Legislative and governmental relationships.

Adopted: _____

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-321~~

CROSS REF.:

BDD - Board-Superintendent Relationship

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

**DJE ©
BIDDING / PURCHASING PROCEDURES**

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-Verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-Verify requirements. District purchases shall also be in accordance with 2 C.F.R. 200.214 (Code of Federal Regulations Title 2).

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

Purchases Not Requiring Bidding

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

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

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

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

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

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

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

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

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

Online Bidding

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

Purchases Requiring Bidding

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Public Inspection and Rationale for Awarding a Contract

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

Registered Sex Offender Prohibition

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

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

Adopted: _____

LEGAL REF.:

A.R.S.

11-952

15-213

15-213.01

15-213.02

15-239

15-323

15-342

15-382

15-765

15-910.02

23-214
34-101 *et seq.*
35-391 *et seq.*
35-393 *et seq.*
38-503
38-511
39-121
41-2632
41-2636
41-4401
A.A.C.
R7-2-1001 *et seq.*
A.G.O.
I83-136
I87-035
I06-002
USFR: VI-G-8 *et seq.*
2 C.F.R. 200.321
2 C.F.R. 200.214

CROSS REF.:

BCB - Board Member Conflict of Interest
DJ - Purchasing
DJG - Vendor/Contractor Relations
GBEAA - Staff Conflict of Interest
JLIF - Sex Offender Notification

DJE-R

REGULATION

BIDDING / PURCHASING PROCEDURES

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to 15-213, 15-323, 23-214 subsection A, ~~and~~ 38-503, and 41-4401), and the Arizona school district procurement rules set out in the Arizona Administrative Code (A.A.C.) R7-2-1001 through 1195. ~~and with the following~~. District purchases shall also be in accordance with 2 C.F.R. 200.214 (Code of Federal Regulations Title 2).

Requesting Quotations

Requests for price quotations are to include adequate details and be issued with sufficient lead time to enable vendors to effectively respond. When a contract is to be awarded on the basis of price and additional factors those factors are to be included in the request for quotations. Such factors should include, but are not limited to, the following:

- A. Submittal requirements including:
 1. Date and time due;
 2. Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, prepared form);
 3. Physical or digital address to which quotations are to be delivered.
- B. Specific information the quotation must include.
- C. Whether or not negotiations may be held.
- D. Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.
- E. Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District and has provided for such duration as a part of bid documents and conditions of renewal or extension within contract language. Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.
- F. Uniform terms and conditions included in the request by text or reference.
- G. Such additional terms, conditions, and instructions as are applicable to the purchase under consideration.

All requests for written quotations shall be at the direction of the Superintendent or a person designated by the Superintendent.

When a vendor is selected on the basis of factors other than lowest price, the reasons shall be documented and filed with the price quotations. Documentation of the quotations process and details including vendor names, persons contacted, telephone numbers and identification of other communication procedures, price results, and determinations are to be documented and retained by the District in a procurement file that includes the pertinent requisition form and purchase order.

A written contract or purchase order must be approved prior to a purchase being made.

Cumulative and Like Item Purchases

An analysis shall be performed annually to determine the extent of the District need to purchase like items. Prior year purchases and applicable demographic, program, and planning data are to be utilized for projecting quantity and cost of like items to fulfill the anticipated need. The outcomes of calculating the projected quantity and cost factors to acquire like items shall inform the determinations as to the appropriate procurement processes to be applied. The proper competitive purchasing strategies must be applied to assure District compliance with the procurement laws and rules. Splitting of orders or other purchasing practices devised to circumvent allowable procurement practices are prohibited. The cumulative costs of purchasing like items by any and all means of acquisition are to be tracked to assure that no purchases are permitted that will result in violation of Governing Board policies and lawful procurement practices.

Multiple Year Purchases Totaling Less Than One Hundred Thousand Dollars

The District may enter into contracts of less than one hundred thousand dollars (\$100,000) for a period up to five (5) years, as follows:

- A. When the terms and conditions of renewal or extension are included in the solicitation for bids;
- B. When monies are available for the first fiscal year at the time of contracting;
- C. When the competitive purchasing method is appropriate to the projected cumulative cost over the term of the multiple year contract.

Multiple Year Purchases Totaling More Than One Hundred Thousand Dollars

The District may enter into contracts for more than one hundred thousand dollars (\$100,000) for a period up to five (5) years, as follows:

- A. The Governing Board has determined in writing that:
 - 1. The estimated requirements cover the contract period and are reasonable and continuing;
 - 2. A multi-term contract will serve the District's best interest by encouraging competition or promoting economies in procurement;
 - 3. If monies are not appropriated or available in future years the contract will be cancelled.

If multiple-year quotations are used, the District shall:

- A. Document the time period that the pricing is valid;
- B. Determine the vendor will honor the pricing for the multi-year period;
- C. Secure and maintain written affirmation with the vendor that, although it is the District's intent to purchase certain quantities, all purchases are subject to the availability of funds.

Multiple Awards to More Than One Contractor

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids.

A multiple award to more than one (1) vendor should be made only when the District has determined and documented in writing that a single award is not advantageous to the District. The award should also be limited to the least number of suppliers necessary to meet the District's requirements.

Bidding Methods

Sealed bids or proposals will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). The Superintendent must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informality in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

The bidder to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to exceed five (5) years.

Definitions

The definition of a term used in this regulation shall be interpreted as being synonymous with the definition of that term listed at R7-2-1001.

Prospective Bidders' Lists

The District shall compile and maintain a prospective bidders' list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a District contract.

Persons desiring to be included on the prospective bidders' list shall notify the District. Upon notification, the District shall mail or otherwise provide the person with the District procedures for inclusion on the bidders' list. Within thirty (30) days after receiving the required information, the District shall add the person to the prospective bidders' list unless the District makes a determination that inclusion is not advantageous to the District.

Persons who fail to respond to invitations for bids for two (2) consecutive procurements of similar items may be removed from the applicable bidders' list after mailing a notice to the person. This notice shall not be required if the two (2) invitations for bids which were not responded to both contained the notice that bidders' names may be removed from the bidders' list if they fail to respond to invitations for bids for two (2) consecutive procurements of similar items. Persons may be reinstated upon request.

Prospective bidders lists shall be available for public inspection, unless the District makes a written determination that it is in the best interest of the District that they should be confidential or private and should not be open for inspection pursuant to A.R.S. 39-121.

Competitive Sealed Bidding

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars (\$150,000), the rules established for the simplified school construction procurement program described at R7-2-1033 may be followed. In all other cases, adequate public notice of the invitation for bids shall be given as provided in R7-2-1022 or as provided in R7-2-1024, which are outlined below, and shall indicate that any bid protest shall be filed with the District representative, who shall be named therein.

If notice is given pursuant to R7-2-1024, notice also may be given as provided in R7-2-1022. If fewer than five (5) prospective bidders are included on the bidders list, the notice must also be given as provided in R7-2-1022. When the invitation for bids is for the procurement of services other than those described in R7-2-1061 through R7-2-1068 and R7-2-1117 through R7-2-1123, Specified Professional Services, notice also shall be given as provided in R7-2-1022.

R7-2-1022:

In the event there are four (4) or less prospective bidders on the bidders' list, the notice shall include publication in the official newspaper of the county within which the school district is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before bid opening. The time of publication may be altered if deemed necessary pursuant to R7-2-1024.A.

R7-2-1024:

Invitation for bids shall be issued at least fourteen (14) days before the time and date set for bid opening in the invitation for bids unless a shorter time is deemed necessary for a particular procurement as determined by the school district.

The school district shall mail or otherwise furnish invitation for bids or notices of the availability of invitation for bids to all prospective bidders registered with the school district for the specific material, service or construction being bid.

The time and date at which a bid is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.

Invitations to bid will be sent to all vendors who have requested to bid or who have applied to be placed on a bid list appropriate to the items being sought.

A bid call relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the bid must accompany each bid, but will be returned to unsuccessful bidders. The successful bidder must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed bid must be submitted in a sealed envelope, addressed to the District, clearly marked on the outside of the envelope, "Sealed Bid for _____." The bids shall be opened publicly and read aloud at the time and place stated in the invitation. Awards shall be made with reasonable promptness to the lowest responsible, qualified vendor, taking into consideration all factors set forth in policy. Price shall not be the sole factor in making the bid award. When out-of-state bidders are not to pay sales/use tax, the amount of such tax shall not be a consideration in determining the low bidder. All proposed contracts for outside professional services in excess of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, may be reviewed by the attorney for the District prior to entering into the contract. The policies relating to outside professional services apply only to services required by law to be placed on bid, and even those policies may be set aside if a state of emergency is declared. If a state of emergency is declared, a memorandum will be issued justifying such a declaration, which will be filed in the District's records.

The use of bidding, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless no other resource is practical for the protection of the public interest.

The Board reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any bid or to reject any bid, all bids, or any part of any bid. Any bids may be withdrawn prior to the scheduled time for the opening of the bids. Any bids received after the opening begins shall not be accepted. Opening of bids shall not be delayed to accommodate late bid responses. Submitted bids shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to a bid shall be retained and made available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

Multistep Sealed Bidding

The multistep sealed bidding method may be used if the Governing Board determines that:

- A. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the District;
- B. Definite criteria exist for evaluation of technical offers;
- C. More than one (1) technically qualified source is expected to be available; and
- D. A fixed-price contract will be used.

The District may hold a conference with bidders before submission or at any time during the evaluation of the unpriced technical offers.

The multistep sealed bidding method may not be used for construction contracts.

When the multistep sealed bidding method is determined to be advantageous to the District, the procedures set out in R7-2-1036 and 1037 shall be followed.

Competitive Sealed Proposals

If, pursuant to R7-2-1041, the Governing Board determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by competitive sealed proposals. The Governing Board may make a class determination that it is either not practicable or not advantageous to the District to procure specified types of materials or services by competitive sealed bidding. The competitive sealed proposal method may not be used for construction contracts. The Governing Board may modify or revoke a class determination at any time.

If competitive sealed bidding is neither practicable or advantageous, competitive sealed proposals may be used if it is necessary to:

- A. Use a contract other than a fixed-price type;
- B. Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- C. Afford offerors an opportunity to revise their proposals;

- D. Compare the different price, quality, and contractual factors of the proposals submitted; or
- E. Award a contract in which price is not the determining factor.

Procedures to be applied subsequent to the issuance of an invitation for bids are to be consistent with the requirements set out in R7-2-1025 through 1032.

Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall set forth those factors listed above for competitive sealed bids that are applicable and shall also state:

- A. The type of services required and a description of the work involved;
- B. The type of contract to be used;
- C. An estimate of the duration the service will be required;
- D. That cost or pricing data is required;
- E. That offerors may designate as proprietary portions of the proposals;
- F. That discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award;
- G. The minimum information that the proposal shall contain;
- H. The closing date and time of receipt of proposals; and
- I. The relative importance of price and other evaluation factors.

Procurement of information systems and telecommunications systems shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost and application benefits of the information systems or telecommunication systems.

Procurement of earth-moving, material-handling, road maintenance and construction equipment shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost including residual value of the earth-moving, material-handling, road maintenance and construction equipment.

A request for proposals shall be issued at least fourteen (14) days before the closing date and time for receipt of proposals unless a shorter time is determined necessary by the District.

Notice of the request for proposals shall be issued in accordance with R7-2-1022.

Before submission of initial proposals, amendments to requests for proposals shall be made in accordance with R7-2-1026. After submission of proposals, amendments may be made in accordance with R7-2-1036(C).

Specified Professional Services and Construction Services

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance and reporting of the services being sought and acquired.

Procurement of Services by Certain Other Classes of Providers

The purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in R7-2-1061 through R7-2-1068. The procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with R7-2-1117 and 1118. Procurement procedures related to purchasing services from the professional providers are to conform to R7-2-1119 through 1122.

Contract Requirements

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out at R7-2-1068 through 1086 and the accompanying conditions described in R7-2-1091 through 1093.

Preparation of Specifications

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules R7-2-1101 through 1105.

Construction Procurement Procedures

Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with R7-2-1109 through 1116.

Emergency Purchases

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances pursuant to A.A.C. R7-2-1055 shall be included in the procurement file and maintained in the District office.

Sole-Source Procurements

A contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. R7-2-1053. Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

Cooperative Purchasing Agreements

Procurements in accordance with intergovernmental agreements and contracts between the District and other governing bodies as authorized by Arizona Revised Statute are exempt from competitive bidding requirements under A.R.S. 15-213. Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

Due Diligence

The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurements practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for

school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.

Federal Regulations for Suspension and Debarment Verification

If a requisition involves the expenditure of funds received from Federal assistance, these procedures must include a process that confirms and documents verification of vendor suspension and debarment, per 2 C.F.R. § 200.214 (Code of Federal Regulations Title 2). This verification can be done by accessing www.sam.gov/sam/ where names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or other regulatory authority can be found. Federal regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A covered transaction includes a contract for audit services (that is federally required) and contracts for goods or services in the amount of at least, twenty-five thousand dollars (\$25,000), including subcontracts. Evidence and documentation of this verification process should be maintained by the Superintendent.

**GCFC ©
PROFESSIONAL STAFF CERTIFICATION
AND CREDENTIALING REQUIREMENTS**

(Fingerprinting Requirements)

New Hires

All certificated personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section 15-183, 15-503, 15-512, 15-534, 15-782.02, 15-1330 or 15-1881 if the person signs an affidavit stating both of the following:

- A. The person submitted a completed application to the Finger Printing Division of the Department of Public Safety for a new fingerprint clearance card within ninety (90) days before the expiration date on the person's current fingerprint clearance card.
- B. The person is not awaiting trial on and has not been convicted of a criminal offense that would make the person ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.

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

- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.
- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. 13-705.
- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.
- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.
- Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.
- Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.
- AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.
- AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- A. Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- B. Provide for fingerprint checks pursuant to A.R.S. 41-1750.

Adopted: _____

LEGAL REF.:

A.R.S.

13-705

15-183

15-503

15-509

15-512

15-534

15-782.02

15-1330

15-1881

23-1361

41-1750

41-1758.07

CROSS REF.:

GCF - Professional Staff Hiring

GCG - Part-Time and Substitute Professional Staff Employment

IJOC - School Volunteers

GCFC-E ©

EXHIBIT

**PROFESSIONAL STAFF CERTIFICATION
AND CREDENTIALING REQUIREMENTS**

Name (typed or printed)	Position
-------------------------	----------

I, _____, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.

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

- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. 13-705.
- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.
- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.
- Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.
- Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.
- AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.
- AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

Employee signature	Date signed
Subscribed, sworn to, and acknowledged before me by _____	
_____, this _____ day of _____, 20____,	
in _____ County, Arizona.	
My Commission Expires	
Notary Public	

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

**G DFA ©
SUPPORT STAFF QUALIFICATIONS
AND REQUIREMENTS**

(Fingerprinting Requirements)

All newly hired noncertificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or the guardians of students who attend school in the District but who are required or allowed to provide services directly to students without the supervision of a certificated employee - shall be fingerprinted as a condition of employment, except for the following:

- A. Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.

- B. Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

The School District may require noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.

For the purposes of this policy, *supervision* means under the direction of and, except for brief periods of time during a school day or a school activity, within sight of a certificated employee when providing direct services to students.

If the School District does not require a fingerprint clearance card as a condition of employment, noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.

The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.

The candidate's fingerprints shall be submitted, along with the form prescribed in GDFA-E, within twenty (20) days after being selected. The form shall be considered a part of the application for employment. The District may terminate an employee if the information on the affidavit required by A.R.S. 15-512 is inconsistent with information received from the fingerprint check or the information received in connection with a fingerprint clearance card application.

School Bus Drivers – An applicant shall submit an Identity Verified Fingerprint Card as described in A.R.S. 15-106 that the Department of Public Safety shall use to process the fingerprint clearance card as outlined in A.R.S. 15-106. A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.

The District will assume the cost of fingerprint checks or fingerprint clearance card applications but will assess the employee for charges incurred. Personnel who are not paid employees will not be charged for fingerprint costs.

Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.

K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.

M. Burglary in the first degree.

N. Burglary in the second or third degree.

O. Aggravated or armed robbery.

P. Robbery.

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R. Child abuse.

S. Sexual conduct with a minor.

T. Molestation of a child.

U. Manslaughter.

V. Aggravated assault.

W. Assault.

X. Exploitation of minors involving drug offenses.

Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.

Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.

AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.

AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- A. Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- B. Provide for fingerprint checks pursuant to A.R.S. 41-1750.
- C. Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

Adopted: _____

LEGAL REF.:

A.R.S.

13-705

15-106

15-509

15-512

15-534

23-1361

41-1750

CROSS REF.:

EEAEA - Bus Driver Requirements, Training, and Responsibilities

GDF - Support Staff Hiring

GDG - Part-Time and Substitute Support Staff Employment

JLIA - Supervision of Students

G DFA-E ©

EXHIBIT

**SUPPORT STAFF QUALIFICATIONS
AND REQUIREMENTS**

Name (typed or printed)	Position
-------------------------	----------

I, _____, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.

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

- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. 13-705.
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- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.
- Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.
- Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.
- AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.
- AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

Employee signature

Date signed

Subscribed, sworn to, and acknowledged before me by _____

_____, this _____ day of _____, 20____,

in _____ County, Arizona.

My Commission Expires _____

Notary Public

**IGA ©
CURRICULUM DEVELOPMENT**

The need and value of a systematic, ongoing program of curriculum development and evaluation involving students, parents, teachers, and administrators are recognized. It is essential that the school system continually develop and modify its curriculum to meet changing needs. The Board authorizes the Superintendent to develop the curriculum for the school system and to organize committees to review the curriculum. Meetings of authorized textbook selection committees shall comply with open meeting law requirements (A.R.S. 15-721(F) or 15-722(B)). All curriculum changes shall be approved by the Governing Board.

It shall be the responsibility of the Superintendent to develop proposals relating to curriculum modifications and additions that, in the opinion of the professional staff and consultants, are essential to the maintenance of a high-quality program of education from prekindergarten (PK) through grade twelve (12).

~~All certificated personnel have professional obligations to the school program beyond regular classroom duties, and these obligations will include work on curriculum committees.~~

Adopted: _____

LEGAL REF.:

A.R.S.

15-203

15-341

15-701

15-701.01

15-721

15-722

38-431

38-431.09

IMG ©
ANIMALS IN SCHOOLS

The Superintendent may establish procedures for appropriately and humanely bringing live animals into a classroom. Such procedures shall forbid the transporting of live animals on school buses that are not service animals on school buses, as defined at A.R.S. 11-1024. ~~unless the animal is present for an educational purpose by written approval from the Superintendent or principal.~~

Service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Service animal does not include other species of animals, whether wild or domestic or trained or untrained.

Per the Americans with Disabilities Act (ADA), service animals must be under the control of the handler at all times. In most instances, the handler will be the individual with a disability or a third party who accompanies the individual with a disability. The District may need to provide some assistance to enable a particular student to handle his or her service animal. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal. If a service animal is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.

Any person or entity that operates a public place shall not discriminate against individuals with disabilities who use service animals if the work or tasks performed by the service animal are directly related to the individual's disability. Work or tasks include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.

Adopted: _____

LEGAL REF.:

A.R.S.

11-1024

11-1025

A.A.C.

R13-13-104

R17-9-102

IMG-R ©

REGULATION

ANIMALS IN SCHOOLS

Animals may be brought into the classroom for educational purposes. However, they must be appropriately and humanely cared for, and properly handled. Any person who wishes to bring an animal into the classroom must receive prior written permission from the principal. The following documentation will be provided to the principal, as appropriate, prior to approval: the vaccination history of the animal, including proof of current rabies and distemper vaccinations; proof of current licensure; proof that the animal has been spayed or neutered; proof of treatment of fleas and ticks; and current certificate from a veterinarian that the animal is healthy and disease free. All provided documentation will be kept in the building administrator and/or Superintendent offices.

The following guidelines shall apply to animals in the schools:

~~A.~~ Prior to granting permission, Teachers should check with the school nurse regarding any known allergies among students in the classroom. If allergies exist, parents must be contacted for further direction.

B. Animals shall not be transported on school buses with the exception of service animals, as defined at A.R.S. 11-1024, which assist disabled passengers.

C. Animals shall not be transported in other District vehicles without written authorization.

~~C.~~ D. Teachers must assume primary responsibility for the humane and proper treatment of any animals in the classroom.

E. The animal must present no physical danger to students or staff members.

~~D.~~ F. Only the teacher or students designated by the teacher are to handle the animals.

~~E.~~ G. If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for their proper care and safety. The classroom shall be kept clean and free of any animal waste.

H. The staff member must adhere to local, state and federal laws and to District policies and regulations regarding such animals.

F. I. Staff members or students who have been bitten by an animal shall report such incident to the principal and the nurse immediately. The principal should notify the public health authorities if the injury merits medical follow-up. Public health authorities should determine the appropriate action and period of confinement for an animal if an injury results. Any animal involved in a serious injury must be impounded until authorization for release is granted by health authorities. The owner of the animal is liable for any damage to District or personal property and any injuries to individuals caused by the owner's animal while on District property.

JLCD-R ©

REGULATION

**MEDICINES / ADMINISTERING
MEDICINES TO STUDENTS**

(Medication Procedures)

Prescription Drugs

For occasions when it is necessary for a student to receive a prescription drug during the school day, the following procedure has been established to ensure the protection of the school and the student and to assure compliance with existing rules and regulations:

Administration by school personnel:

- A. The medication must be prescribed by a physician.
- B. The parent or guardian must provide written permission to administer the medicine to the student. Appropriate forms are available from the school office.
- C. The medication must come to the school office in the prescription container as put up by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given.
- D. An administrator may designate a school employee to administer the medication.
- E. Any medication administration services specified in the child's diabetes medical management plan shall be provided.
- F. Two (2) or more school employees, subject to final approval by the student's parent or guardian, may volunteer to serve as diabetes care assistants. Voluntary diabetes care assistants are allowed to administer insulin, assist the student with self-administration of insulin, administer glucagon in an emergency situation to a student or perform any combination of these actions if all of the following conditions exist:
 - 1. A school nurse or another health professional who is licensed pursuant to statute or a nurse practitioner who is licensed pursuant to statute is not immediately available to attend to the student at the time of the emergency.

2. If the voluntary diabetes care assistant is authorized to administer glucagon, either a) the parent or guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care professional or nurse practitioner; b) the School District has obtained glucagon pursuant to a standing order.
3. The voluntary diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in administering glucagon, including the training specified in A.R.S. 15-344.01.
4. If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the student has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.
5. The training provided by an appropriately licensed health professional includes all of the following:
 - a. An overview of all types of diabetes.
 - b. The symptoms and treatment of hyperglycemia and hypoglycemia.
 - c. Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the student's physician.
 - d. Techniques for recognizing the symptoms that require the administration of glucagon.
 - e. Techniques on administering glucagon.
6. A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.
7. A school district may annually request a standing order for glucagon from an appropriately licensed health professional. If a standing order is obtained, a school may stock one (1) or more doses of glucagon for emergency administration to a student by an appropriately licensed medical professional or a voluntary diabetes care assistant. A school district may accept monetary donations, grants, or third-party programs to obtain glucagon.

8. Each employee or contractor of a school district that implements all or part of a Diabetes Medical Management Plan shall provide a written statement signed by an appropriately licensed health professional that the employee or contractor has received proper training in administering glucagon. This training must be renewed at regular intervals, as prescribed by the School District Governing Board.

9. The District, employees of the District, and properly licensed health professionals, volunteer health professionals, physician assistants, and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation, including the training of voluntary diabetes care assistants.

G. Each administration of prescription drugs must be documented, making a record of the student having received the medication.

H. Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

A. When the physician feels it is necessary for the student to carry and self-administer the medication, the physician shall provide written recommendations, to be attached to the signed parent permission form except in the case of medication for diagnosed anaphylaxis and breathing disorders requiring handheld inhaler devices. In these cases, the student's name on the prescription label is sufficient for the physician's recommendation.

B. The student's diabetes medical management plan provided by the parent or guardian shall be signed by the appropriately licensed health professional or nurse practitioner and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the student to self-administer and that have been prescribed or authorized for that student. The student must be able to practice proper safety precautions for handling and disposing of the equipment and medications that the student is authorized to use under these provisions. The student's diabetes medical management plan shall specify a method to dispose of equipment and medications in a manner agreed on by the parent or guardian and the school.

C. The parent or guardian must provide written permission for the student to self-administer and carry the medication. Appropriate forms are available from the school office.

D. The medication must come in the prescription container as put up by the pharmacist.

Over-the-Counter Medication

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the following procedure has been established to ensure the protection of the school and the student:

Administration by school personnel:

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.
- B. Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.
- C. An administrator may designate a school employee to administer a specific over-the-counter drug.
- D. Each instance of administration of an over-the-counter drug must be documented in the daily log.
- E. Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.
- B. Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.
- C. *Necessity* for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

Protection of Students

Use or administration of medication on school premises may be disallowed or strictly limited if it is determined by the Superintendent, in consultation with medical personnel, that a threat of abuse or misuse of the medicine may pose a risk of harm to a member of the student population.

The student shall take extraordinary precautions to keep secure any medication or drug, and under no circumstances shall make available, provide, or give the item to another person. The student shall immediately report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

Inhalers

Administration by school personnel:

School personnel administering inhalers will do the following:

- A. Determine if symptoms indicate possible respiratory distress or emergency and determine if the use of an inhaler will properly address the respiratory distress or emergency.
- B. Administer the correct dose of inhaler medication, as directed by the prescription protocol, regardless of whether the individual who is believed to be experiencing respiratory distress has a prescription for an inhaler and spacer or holding chamber or has been previously diagnosed with a condition requiring an inhaler.
- C. Restrict physical activity, encourage slow breaths, and allow the individual to rest.
- D. Assure that trained personnel stay with the subject who has been administered inhaler medication until it is determined whether the medication alleviates symptoms.
- E. If applicable, instruct office staff to notify the school nurse if the inhaler is administered by a trained but non-licensed person.
- F. Instruct school staff to notify the parent or guardian.
- G. Call 911 if severe respiratory distress continues. Advise that inhaler medication was administered and stay with the person until emergency medical responders arrive.
- H. If the individual shows improvement, keep the individual under supervision until breathing returns to normal, with no more chest tightness or shortness of breath, and the individual can walk and talk easily.
- I. Allow a student to return to class if breathing has returned to normal and all symptoms have resolved.

J. Notify a parent or guardian once the inhaler has been administered and the student has returned to class.

K. Document the incident detailing who administered the inhaler, the approximate time of the incident, notifications made to the school administration, emergency responders, and parents/guardians.

L. Retain the incident data on file at the school pursuant to the general records retention schedule regarding health records for school districts and charter schools established by the Arizona State Library, Archives and Public Records.

M. Order replacement inhalers, spacers and holding chambers as needed.

Seizure Management Plans

The School District will verify and accept student seizure management plans as follows:

A. Before or at the beginning of the school year, at enrollment, or as soon as practicable following diagnosis of the student's seizure disorder.

B. The school will annually request up-to-date management plans from parents or guardians.

The District will not accept seizure management plans unless the plan includes the following:

A. An outline of procedures recommended by the physician or registered nurse practitioner responsible for the student's seizure treatment plan.

B. An outline of other health care services available at school that the student may receive to help manage the student's seizure disorder at school.

C. A signature by the student's parent or guardian *AND* the physician or registered nurse practitioner responsible for the student's seizure treatment.

Seizure management plans must be provided to the school health office.

Seizure Management Training:

A. All State Board of Education (SBE)-approved courses of instruction shall issue certificates indicating successful completion of seizure management training and the completion date of course. School personnel shall submit this certificate to the school.

B. A school shall maintain and make available upon request a list of school personnel who are authorized to administer seizure medication, the date the training was successfully completed, and the certificate showing successful completion.

Individuals that Must be Trained

The following individuals must receive statutorily required training approved by the State Board of Education and available here: <https://azsbe.az.gov/resources/seizure-training>.

Nurses, under contract or employed by the school:

If they receive a seizure management and treatment plan, they must complete an online course of instruction for school nurses regarding managing students with seizure disorders as required by A.R.S. § 15-160.02 and approved by the State Board of Education (SBE). This training shall be completed within thirty (30) days of receiving the first seizure management plan. A new hire shall complete the training during a school's new hire orientation unless proof of successful completion within the last five (5) years is submitted. Training must be completed at least once in a five (5)-year period. Information regarding SBE-approved training shall be posted on the Board's website.

Nurses and at least one (1) other school employee:

Training to administer or assist with the self-administration of both 1) as seizure rescue medication or a medication prescribed to treat seizure disorder symptoms; and 2), a manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet.

Principals, guidance counselors, teachers, bus drivers or classroom aides whose duties include regular contact with students who have submitted a seizure management and treatment plan:

An online course of instruction for school personnel regarding awareness of students with seizure disorders as required by A.R.S. § 15-160.02 and approved by the State Board of Education (SBE). This training shall be completed within thirty (30) days of receiving the first seizure management plan. A new hire shall complete the training during a school's new hire orientation unless proof of successful completion within the last five (5) years is submitted. Training must be completed at least once in a five (5)-year period. Information regarding SBE-approved training shall be posted on the Board's website.

< School District Name >

**Informed Consent, Assumption of Risk,
Liability Release and Indemnity Agreement**

Name of Participant: _____

Because of possible risks, my child and I are obligated to perform all activities in a safe and careful manner. I agree that <School District> may immediately remove me from participating for any failure to perform any activity in a safe and careful manner at its discretion. I agree that <School District> may revoke the privilege of volunteering without notice for any reason.

I hereby agree to assume all of the risks and to accept personal responsibility for any and all injuries and damages that my child or I may sustain as a result from participation in any of the activities. I hereby release, waive, discharge and agree not to sue the <School District> and its employees, agents, representatives, and volunteers for all demands, losses or damages, including personal injury and death, caused by or alleged to be caused, in whole or in part, by any actions or by the negligence of the released parties.

I agree to defend and indemnify <School District> and its employees, agents, representatives, and volunteers from and against any claims arising from or related to my acts or omissions while participating in any and all activities. I also agree to pay for any and all property damage caused by my child or me negligently, willfully, or otherwise.

I am aware that <School District> does not provide accident or health insurance coverage for me or my child. I am responsible for any health care required as a result of our participation in any of the activities.

In the event of an emergency, I authorize <School District> and its employees and agents to seek medical treatment as deemed necessary.

If any term or provision of this Informed Consent, Assumption of Risk, Liability Release and Indemnity Agreement is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable, then it is the express intention of the parties that the remainder of this agreement, or the application of such term or provision other than to those as to which is held illegal, invalid, or unenforceable, shall not be affected thereby and shall remain in full force and effect.

I have read this agreement and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

Participant's Signature

Date

Parent's Signature

Date

School-Sponsored Clubs

What is the risk?

4/2023

Clubs

Some Examples of high-risk clubs include:

- Rodeo
- Car racing
- Motocross
- Sky diving
- Boxing
- Rifle
- Archery
- Skateboarding



Clubs

The following questions need to be asked:

- Is the club part of an approved curriculum, and does it add educational value?
- If not, issues of coverage may arise.
- Is there an appropriate district sponsor?
- Has the club obtained district/board approval?
- Are items donated to or purchased by the club?
 - Items need to be, or to become, district property.
 - Vehicles need to be identified on the district vehicle schedule.

STUDENT
CLUBS
ORGANIZATIONS
AND



Clubs

The following questions need to be asked:

- Will the club be selling anything (products or services)?
- Who will maintain equipment?
- Will the club's activities result in any long-term damage
- Or wear-and-tear to school property?



Clubs

You will need to obtain the following:

- Written document outlining responsibilities and rules;
- Safety rules and a disciplinary policy stating that participants can be dismissed for violating safety rules;
- Inspection and maintenance protocol for equipment, tools, vehicles, etc.;
- Permission slips signed by parent/guardian;
- Evidence of insurance (depending on the type of club)

Remember, participation must be voluntary



Clubs

If travel is involved:

- Follow rules established for field trips;
- Participate only if it benefits the club
- Have appropriate supervision, in accordance with district policy and A.R.S. Section 15-341A.16;
- Distribute and collect permission slips, signed by parent/guardian;
- Make appropriate transportation available; and
- Verify that the trip/activity are age appropriate.



Resources

The Trust can offer:

- Technical Information Bulletin (TIB) No. 34: Activity Trips (“Field Trips”);
- Sample information consent/waiver/indemnity/release form; and
- Additional information via Member Services Department.



15-342. Discretionary powers

The governing board may:

1. Expel pupils for misconduct.
2. Exclude from grades one through eight children under six years of age.
3. Make such separation of groups of pupils as it deems advisable.
4. Maintain such special schools during vacation as deemed necessary for the benefit of the pupils of the school district.
5. Allow a superintendent or principal or representatives of the superintendent or principal to travel for a school purpose, as determined by a majority vote of the board. The board may allow members and members-elect of the board to travel within or without the school district for a school purpose and receive reimbursement. Any expenditure for travel and subsistence pursuant to this paragraph shall be as provided in title 38, chapter 4, article 2. The designated post of duty referred to in section 38-621 shall be construed, for school district governing board members, to be the member's actual place of residence, as opposed to the school district office or the school district boundaries. Such expenditures shall be a charge against the budgeted school district funds. The governing board of a school district shall prescribe procedures and amounts for reimbursement of lodging and subsistence expenses. Reimbursement amounts shall not exceed the maximum amounts established pursuant to section 38-624, subsection C.
6. Construct or provide in rural districts housing facilities for teachers and other school employees that the board determines are necessary to operate the school.
7. Sell or lease to the state, a county, a city, another school district or a tribal government agency any school property required for a public purpose if the sale or lease of the property will not affect the normal operations of a school within the school district.
8. Annually budget and spend monies for membership in an association of school districts within this state.
9. Enter into leases or lease-purchase agreements for school buildings or grounds, or both, as lessor or as lessee, for periods of less than twenty years subject to voter approval for construction of school buildings as prescribed in section 15-341, subsection A, paragraph 7.
10. Subject to title 41, chapter 56, sell school sites or enter into leases or lease-purchase agreements for school buildings and grounds, as lessor or as lessee, for a period of twenty years or more, but not to exceed ninety-nine years, if authorized by a vote of the school district electors in an election called by the governing board as provided in section 15-491, except that authorization by the school district electors in an election is not required if one of the following requirements is met:
 - (a) The market value of the school property is less than \$50,000 or the property is procured through a renewable energy development agreement, an energy performance contract, which among other items includes a renewable energy power service agreement, or a simplified energy performance contract pursuant to section 15-213.01.
 - (b) The buildings and sites are completely funded with monies distributed by the school facilities division within the department of administration or at the direction of the school facilities oversight board, or its predecessor.
 - (c) The transaction involves the sale of improved or unimproved property pursuant to an agreement with the school facilities oversight board in which the school district agrees to sell the improved or unimproved property and transfer the proceeds of the sale to the school facilities oversight board in exchange for monies from the school facilities oversight board for the acquisition of a more suitable school site. For a sale of property acquired by a school district before July 9, 1998, a school district shall transfer to the school facilities oversight board that

portion of the proceeds that equals the cost of the acquisition of a more suitable school site. If there are any remaining proceeds after the transfer of monies to the school facilities oversight board, a school district shall only use those remaining proceeds for future land purchases approved by the school facilities oversight board, or for capital improvements not funded by the school facilities oversight board for any existing or future facility.

(d) The transaction involves the sale of improved or unimproved property pursuant to a formally adopted plan and the school district uses the proceeds of this sale to purchase other property that will be used for similar purposes as the property that was originally sold if the sale proceeds of the improved or unimproved property are used within two years after the date of the original sale to purchase the replacement property. If the sale proceeds of the improved or unimproved property are not used within two years after the date of the original sale to purchase replacement property, the sale proceeds shall be used toward paying any outstanding bonded indebtedness. If any sale proceeds remain after paying for outstanding bonded indebtedness, or if the district has no outstanding bonded indebtedness, sale proceeds shall be used to reduce the district's primary tax levy. A school district shall not use this subdivision unless all of the following conditions exist:

(i) The school district is the sole owner of the improved or unimproved property that the school district intends to sell.

(ii) The school district did not purchase the improved or unimproved property that the school district intends to sell with monies that were distributed pursuant to title 41, chapter 56.

(iii) The transaction does not violate section 15-341, subsection G.

11. Review the decision of a teacher to promote a pupil to a grade or retain a pupil in a grade in a common school or to pass or fail a pupil in a course in high school. The pupil has the burden of proof to overturn the decision of a teacher to promote, retain, pass or fail the pupil. In order to sustain the burden of proof, the pupil shall demonstrate to the governing board that the pupil has mastered the academic standards adopted by the state board of education pursuant to sections 15-701 and 15-701.01. If the governing board overturns the decision of a teacher pursuant to this paragraph, the governing board shall adopt a written finding that the pupil has mastered the academic standards. Notwithstanding title 38, chapter 3, article 3.1, the governing board shall review the decision of a teacher to promote a pupil to a grade or retain a pupil in a grade in a common school or to pass or fail a pupil in a course in high school in executive session unless a parent or legal guardian of the pupil or the pupil, if emancipated, disagrees that the review should be conducted in executive session and then the review shall be conducted in an open meeting. If the review is conducted in executive session, the board shall notify the teacher of the date, time and place of the review and shall allow the teacher to be present at the review. If the teacher is not present at the review, the board shall consult with the teacher before making its decision. Any request, including the written request as provided in section 15-341, the written evidence presented at the review and the written record of the review, including the decision of the governing board to accept or reject the teacher's decision, shall be retained by the governing board as part of its permanent records.

12. Provide transportation or site transportation loading and unloading areas for any child or children if deemed for the best interest of the district, whether within or without the district, county or state.

13. Enter into intergovernmental agreements and contracts with school districts or other governing bodies as provided in section 11-952. Intergovernmental agreements and contracts between school districts or between a school district and other governing bodies as provided in section 11-952 are exempt from competitive bidding under the procurement rules adopted by the state board of education pursuant to section 15-213.

14. Include in the curricula it prescribes for high schools in the school district career and technical education, vocational education and technology education programs and career and technical, vocational and technology program improvement services for the high schools, subject to approval by the state board of education. The governing board may contract for the provision of career and technical, vocational and technology education as provided in section 15-789.

15. Suspend a teacher or administrator from the teacher's or administrator's duties without pay for a period of time of not to exceed ten school days, if the board determines that suspension is warranted pursuant to section 15-341, subsection A, paragraph 21 or 22.

16. Dedicate school property within an incorporated city or town to that city or town or within a county to that county for use as a public right-of-way if both of the following apply:

(a) Pursuant to an ordinance adopted by the city, town or county, there will be conferred on the school district privileges and benefits that may include benefits related to zoning.

(b) The dedication will not affect the normal operation of any school within the district.

17. Enter into option agreements for the purchase of school sites.

18. Donate surplus or outdated learning materials, educational equipment and furnishings to nonprofit community organizations if the governing board determines that the anticipated cost of selling the learning materials, educational equipment or furnishings equals or exceeds the estimated market value of the materials.

19. Prescribe policies to assess reasonable fees for students to use district-provided parking facilities. The fees are to be applied by the district solely against costs incurred in operating or securing the parking facilities. Any policy adopted by the governing board pursuant to this paragraph shall include a fee waiver provision in appropriate cases of need or economic hardship.

20. Establish alternative education programs that are consistent with the laws of this state to educate pupils, including pupils who have been reassigned pursuant to section 15-841, subsection E or F.

21. Require a period of silence to be observed at the commencement of the first class of the day in the schools. If a governing board chooses to require a period of silence to be observed, the teacher in charge of the room in which the first class is held shall announce that a period of silence not to exceed one minute in duration will be observed for meditation, and during that time no activities shall take place and silence shall be maintained.

22. Require students to wear uniforms.

23. Exchange unimproved property or improved property, including school sites, if the governing board determines that the improved property is unnecessary for the continued operation of the school district without requesting authorization by a vote of the school district electors and if the governing board determines that the exchange is necessary to protect the health, safety or welfare of pupils or if the governing board determines that the exchange is based on sound business principles for either:

(a) Unimproved or improved property of equal or greater value.

(b) Unimproved property that the owner contracts to improve if the value of the property ultimately received by the school district is of equal or greater value.

24. For common and high school pupils, assess reasonable fees for optional extracurricular activities and programs conducted when the common or high school is not in session, except that fees shall not be charged for pupils' access to or use of computers or related materials. For high school pupils, the governing board may assess reasonable fees for fine arts and vocational education courses and for optional services, equipment and materials offered to the pupils beyond those required to successfully complete the basic requirements of any other course, except that fees shall not be charged for pupils' access to or use of computers or related materials. Fees assessed pursuant to this paragraph shall be adopted at a public meeting after notice has been given to all parents of pupils enrolled at schools in the district and shall not exceed the actual costs of the activities, programs, services, equipment or materials. The governing board shall authorize principals to waive the assessment of all or part of a fee assessed pursuant to this paragraph if it creates an economic hardship for a pupil. For the purposes of this paragraph, "extracurricular activity" means any optional, noncredit, educational or

recreational activity that supplements the education program of the school, whether offered before, during or after regular school hours.

25. Notwithstanding section 15-341, subsection A, paragraphs 7 and 9, construct school buildings and purchase or lease school sites, without a vote of the school district electors, if the buildings and sites are totally funded from one or more of the following:

- (a) Monies in the unrestricted capital outlay fund, except that the estimated cost shall not exceed \$250,000 for a district that uses section 15-949.
- (b) Monies distributed at the direction of the school facilities oversight board established by section 41-5701.02 or by the school facilities division within the department of administration pursuant to title 41, chapter 56.
- (c) Monies specifically donated for the purpose of constructing school buildings.

This paragraph does not eliminate the requirement for an election to raise revenues for a capital outlay override pursuant to section 15-481 or a bond election pursuant to section 15-491.

26. Conduct a background investigation that includes a fingerprint check conducted pursuant to section 41-1750, subsection G for certificated personnel and personnel who are not paid employees of the school district, as a condition of employment. A school district may release the results of a background check to another school district for employment purposes. The school district may charge the costs of fingerprint checks to its fingerprinted employee, except that the school district may not charge the costs of fingerprint checks for personnel who are not paid employees of the school district.

27. Unless otherwise prohibited by law, sell advertising as follows:

- (a) Advertisements shall be age appropriate and not promote any substance that is illegal for minors such as alcohol, tobacco and drugs or gambling. Advertisements shall comply with the state sex education policy of abstinence.
- (b) Advertising approved by the governing board for the exterior of school buses may appear only on the sides of the bus in the following areas:
 - (i) The signs shall be below the seat level rub rail and not extend above the bottom of the side windows.
 - (ii) The signs shall be at least three inches from any required lettering, lamp, wheel well or reflector behind the service door or stop signal arm.
 - (iii) The signs shall not extend from the body of the bus so as to allow a handhold or present a danger to pedestrians.
 - (iv) The signs shall not interfere with the operation of any door or window.
 - (v) The signs shall not be placed on any emergency doors.
- (c) The school district shall establish an advertisement fund that is composed of revenues from the sale of advertising. The monies in an advertisement fund are not subject to reversion.

28. Assess reasonable damage deposits to pupils in grades seven through twelve for using textbooks, musical instruments, band uniforms or other equipment required for academic courses. The governing board shall adopt policies on any damage deposits assessed pursuant to this paragraph at a public meeting called for this purpose after providing notice to all parents of pupils in grades seven through twelve in the school district. Principals of individual schools within the district may waive the damage deposit requirement for any textbook or other item if the payment of the damage deposit would create an economic hardship for the pupil. The school district shall return the full amount of the damage deposit for any textbook or other item if the pupil returns the textbook or

other item in reasonably good condition within the time period prescribed by the governing board. For the purposes of this paragraph, "in reasonably good condition" means the textbook or other item is in the same or a similar condition as it was when the pupil received it, plus ordinary wear and tear.

29. Notwithstanding section 15-1105, expend surplus monies in the civic center school fund for maintenance and operations or unrestricted capital outlay if sufficient monies are available in the fund after meeting the needs of programs established pursuant to section 15-1105.

30. Notwithstanding section 15-1143, spend surplus monies in the community school program fund for maintenance and operations or unrestricted capital outlay if sufficient monies are available in the fund after meeting the needs of programs established pursuant to section 15-1142.

31. Adopt guidelines to standardize the format of the school report cards required by section 15-746 for schools within the district.

32. Adopt policies that require parental notification when a law enforcement officer interviews a pupil on school grounds. Policies adopted pursuant to this paragraph shall not impede a peace officer from performing the peace officer's duties. If the school district governing board adopts a policy that requires parental notification:

(a) The policy may provide reasonable exceptions to the parental notification requirement.

(b) The policy shall set forth whether and under what circumstances a parent may be present when a law enforcement officer interviews the pupil, including reasonable exceptions to the circumstances under which a parent may be present when a law enforcement officer interviews the pupil, and shall specify a reasonable maximum time after a parent is notified that an interview of a pupil by a law enforcement officer may be delayed to allow the parent to be present.

33. Enter into voluntary partnerships with any party to finance with monies other than school district monies and cooperatively design school facilities that comply with the adequacy standards prescribed in section 41-5711 and the square footage per pupil requirements pursuant to section 41-5741, subsection D, paragraph 3, subdivision (b). The design plans and location of any such school facility shall be submitted to the school facilities oversight board for approval pursuant to section 41-5741, subsection O. If the school facilities oversight board approves the design plans and location of any such school facility, the party in partnership with the school district may cause to be constructed and the district may begin operating the school facility before monies are distributed at the direction of the school facilities oversight board pursuant to section 41-5741. Monies distributed from the new school facilities fund to a school district in a partnership with another party to finance and design the school facility shall be paid to the school district pursuant to section 41-5741. The school district shall reimburse the party in partnership with the school district from the monies paid to the school district pursuant to section 41-5741, in accordance with the voluntary partnership agreement. Before the school facilities oversight board directs the distribution of any monies pursuant to this subsection, the school district shall demonstrate to the school facilities oversight board that the facilities to be funded pursuant to section 41-5741, subsection O meet the minimum adequacy standards prescribed in section 41-5711. If the cost to construct the school facility exceeds the amount that the school district receives from the new school facilities fund, the partnership agreement between the school district and the other party shall specify that, except as otherwise provided by the other party, any such excess costs shall be the responsibility of the school district. The school district governing board shall adopt a resolution in a public meeting that an analysis has been conducted on the prospective effects of the decision to operate a new school with existing monies from the school district's maintenance and operations budget and how this decision may affect other schools in the school district. If a school district acquires land by donation at an appropriate school site approved by the school facilities oversight board and a school facility is financed and built on the land pursuant to this paragraph, the school facilities oversight board shall direct the distribution of an amount equal to twenty percent of the fair market value of the land that can be used for academic purposes. The school district shall place the monies in the unrestricted capital outlay fund and increase the unrestricted capital budget limit by the amount of the monies placed in the fund. Monies distributed under this paragraph shall be distributed from the new school facilities fund pursuant to section 41-5741. If a school district acquires land by donation at an appropriate school site approved by the school facilities oversight

board and a school facility is financed and built on the land pursuant to this paragraph, the school district shall not receive monies for the donation of real property pursuant to section 41-5741, subsection F. It is unlawful for:

(a) A county, city or town to require as a condition of any land use approval that a landowner or landowners that entered into a partnership pursuant to this paragraph provide any contribution, donation or gift, other than a site donation, to a school district. This subdivision only applies to the property in the voluntary partnership agreement pursuant to this paragraph.

(b) A county, city or town to require as a condition of any land use approval that the landowner or landowners located within the geographic boundaries of the school subject to the voluntary partnership pursuant to this paragraph provide any donation or gift to the school district except as provided in the voluntary partnership agreement pursuant to this paragraph.

(c) A community facilities district established pursuant to title 48, chapter 4, article 6 to be used for reimbursement of financing the construction of a school pursuant to this paragraph.

(d) A school district to enter into an agreement pursuant to this paragraph with any party other than a master planned community party. Any land area consisting of at least three hundred twenty acres that is the subject of a development agreement with a county, city or town entered into pursuant to section 9-500.05 or 11-1101 shall be deemed to be a master planned community. For the purposes of this subdivision, "master planned community" means a land area consisting of at least three hundred twenty acres, which may be noncontiguous, that is the subject of a zoning ordinance approved by the governing body of the county, city or town in which the land is located that establishes the use of the land area as a planned area development or district, planned community development or district, planned unit development or district or other land use category or district that is recognized in the local ordinance of such county, city or town and that specifies the use of such land is for a master planned development.

34. Enter into an intergovernmental agreement with a presiding judge of the juvenile court to implement a law-related education program as defined in section 15-154. The presiding judge of the juvenile court may assign juvenile probation officers to participate in a law-related education program in any school district in the county. The cost of juvenile probation officers who participate in the program implemented pursuant to this paragraph shall be funded by the school district.

35. Offer to sell outdated learning materials, educational equipment or furnishings at a posted price commensurate with the value of the items to pupils who are currently enrolled in that school district before those materials are offered for public sale.

36. If the school district is a small school district as defined in section 15-901, and if allowed by federal law, opt out of federal grant opportunities if the governing board determines that the federal requirements impose unduly burdensome reporting requirements.

37. Prescribe and enforce policies and procedures for the emergency administration of inhalers by trained employees of the school district and nurses who are under contract with the school district pursuant to section 15-158.

38. Develop policies and procedures to allow principals to budget for or assist with budgeting federal, state and local monies.

39. Subject to article IX, section 7, Constitution of Arizona, the laws pertaining to travel and subsistence, gifts, grants, including federal grants, or devises and policies adopted by the department of education, provide food and beverages at school district events, including official school functions and trainings.

CERTIFICATE OF COMPLETION

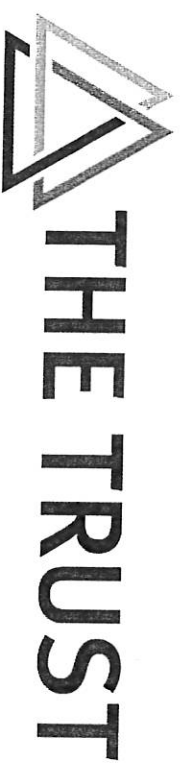
This certificate is awarded to

Evelyn Whitaker

In recognition of successfully completing six hours of

HEARING OFFICER TRAINING

APRIL 11, 2024



**MICHAEL E. TIFFANY JR.
EXECUTIVE DIRECTOR**

**KYLA FERRY
PROGRAM COORDINATOR**

HEARING OFFICER TRAINING PROGRAM

This manual provides Trust Hearing Officer Training Program participants with information and tools to assist them in conducting student discipline hearings for Trust member districts. To allow for efficient use of the manual, each section is described briefly below.

Section	Title	Description
Section I	Introduction	Describes the purpose of the Hearing Officer Training Program and the program manual.
Section II	Program Overview	Provides information on the Hearing Officer Training Program, and outlines the role and required qualifications of the hearing officer.
Section III	Statutes and Regulations	Provides a summary of the relevant state and federal statutes and regulations that apply to student discipline hearings.
Section IV	Discipline for Special Education Students	Presents concepts to consider when managing disciplinary matters for special education and 504 students.
Section V	Important Legal Concepts	Describes key legal concepts relevant to the role of a hearing officer.
Section VI	Student Discipline Hearing Process	Describes the student discipline hearing process, including pre-hearing, hearing, and post-hearing activities.
Section VII	Glossary	Defines key terms.
Appendix A	Arizona Statutes Related to Student Discipline	Provides the full text of Arizona statutes that address student discipline issues.
Appendix B	IDEA 2004 Regulations Related to Student Discipline	Provides the full text of IDEA 2004 regulations related to student discipline.
Appendix C	Sample School Policies	Provides a sample of school policies related to student discipline.
Appendix D	Important Timelines	Lists key timeframes associated with the hearing process.
Appendix E	Sample Notice Letters	Provides examples of expulsion and long term suspension notice letters.
Appendix F	Hearing Officer Script	Provides a sample script for the conduct of a student discipline hearing.
Appendix G	Sample Written Decisions	Provides examples of long term suspension decision letters.
Appendix H	Hearing Officer Contact Information	Provides a list of current, Trust-trained hearing officers.

Memorandum

To: KUSD Governing Board

From: Stacey Mayo, Discipline Hearing Officer/Parent Liaison

RE: Approve Evelyn Whittaker as KUSD #20 backup hearing officer

FOR AGENDA

- Approve Evelyn Whittaker as the KUSD #20 back up hearing officer when needed

FOR PACKET

Evelyn has attend the Discipline Hearing Officer Training facilitated by The TRUST, see attached copy of certificate of completion. I have proctored her in the hearing process and mentored her in 5 hearings as required by The TRUST. She has completed a total of 11 discipline hearings since completing the training program with the TRUST. Evelyn also is present in all of the discipline hearings that I, The Discipline Hearing Officer hold as she completes the enrollment process for the students into other programs, and sends out all required documents once the hearing is complete.

To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Hardware & Small Tools RFP 21-10-26

FOR AGENDA

Approve recommendation to renew district RFP 21-10-26 for hardware and small tools with Kingman True Value, final year of a five-year award.

FOR PACKET

Kingman True Value provides walk in service for our schools to purchase supplies. Schools will often shop at True Value for paint & supplies, nails and basic tools. For the little projects that don't require a work order through maintenance.

As of January 2022, the yearly spending really slowed down once SSC took over the maintenance and custodial portion. Kingman True Value has agreed to renew the contract for another year. Kingman Unified spent \$2,974 with Kingman True Value in FY 23-24.

Memorandum

October 8, 2024

To: KUSD Governing Board

From: Margot Jones, Executive Director of Business and Finance

RE: Approval of Inter Agency Agreement with the Boys and Girls Club for reimbursable meals.

FOR AGENDA

- Approve Inter Agency Agreement with the Boys and Girls Club to provide reimbursable meals as part of the After School At Risk Meal Program.

FOR PACKET

Approval from the Governing Board will allow KUSD to provide reimbursable snack and supper meals on school days, snack and lunch meals on Fridays and during breaks.

The District's food service company, SFE, will prepare the meals at the central kitchen and deliver to the Club. The Club will provide the District with a roster of children that receive the meals. The District will submit the roster to the State for reimbursement as part of the After School At Risk Meal program.

The agreement is attached as part of the board packet.



Inter-Agency Partnership Agreement to Provide Child Nutrition Programs for PY24-25 Between a School Food Authority and a Legally Separate Site

This agreement is entered into on **September 19, 2024** by and between **Kingman Unified School District #20** hereafter referred to as “**SFA**” and **Boys & Girls Clubs of the Valley** hereafter referred to as “**Site Agency**”. Both parties agree as follows:

A. PURPOSE OF AGREEMENT:

The purpose of this agreement is to enable the **SFA** to provide program oversight and meal service to the **Site Agency(ies)** at the following location(s): **Boys & Girls Clubs of the Valley, 2160 Airway Avenue, Kingman, AZ 86409**

B. DURATION OF AGREEMENT:

This agreement shall be in effect from 10/01/2024 until 06/30/2025 following the Board approved calendar for the **SFA’s** 2024-2025 school year.

C. SCOPE OF AGREEMENT:

The **SFA’s** Child Nutrition Department will provide program oversight and **Seamless Summer Option (SSO) and At-Risk Afterschool Meals Component** meals, reimbursable under the single Food-Based Menu Planning (FBMP) meal pattern described in 7 CFR 210.10 for NSLP, 220.8 for SBP, 226.20 for ASCSP, and 226.20 for CACFP as approved by the Arizona Department of Education (ADE), Health and Nutrition Services.

D. CONDITIONS OF AGREEMENT:

1. This program is to be made available daily according to the **SFA’s** school calendar and is to be supported by Federal Reimbursement on eligible meals served, fees paid by students not eligible for the NSLP benefit, and fees paid for meals by the staff of the **Site Agency** and other adults.
2. If there is a conflict in meal service calendars, the **SFA** WILL provide meals to the **Site Agency** on days the **SFA** is closed, and the **Site Agency** is open. If meals will not be available from the **SFA**, the **Site Agency** will be required to supply meals that meet the meal pattern requirements.
3. N/A
4. N/A
5. The **SFA** will submit the annual Verification Summary Report, in accordance with 7 CFR 245.6a. The **SFA** must make sure to take the sample size selection from all sites under the SFA, including the location(s) referenced in section A. *If operating CEP or Provision 2/3, only the Verification Summary Report must be submitted annually. Verification activities, such as sample size selection, are waived for entities operating a Special Provision Option.*
6. The **SFA** will conduct Direct Certification matching at a minimum of three times a year (at or around the beginning of the year; three months after the initial effort; and six months after the initial effort). The information used to conduct Direct Certification matching shall be the most recent available. (7 CFR 245.6(b)(3)). The **Site Agency** will provide the **SFA** with an initial enrollment list of students’ first name, last name, State Student ID (SAIS ID) (if available), and birthdate, from each location referenced in section A. The **Site Agency** will provide an updated enrollment list upon request of the **SFA**. *If operating CEP or Provision 2/3, the Direct Certification matching must be done at least once per year for Annual April 1 CEP Notification and reporting.*

7. The meals will be prepared by the **SFA** AND DELIVERED TO THE location(s) established in Section A. **The meals will be prepared at our Central Kitchen and delivered to the Site Agency either the day of service or the day before as needed.**
8. The **SFA and Site Agency** will maintain applicable health certifications and assure that all State and local regulations are being met. (7 CFR 210.13) Additionally, a copy of the Federal “And Justice For All” poster will be displayed in a visible area of the **Site Agency’s** point of service at each location referenced in section A.
9. The **SFA and Site Agency** will ensure that the two required food safety inspections are conducted each year. [7 CFR 210.13(b)]
10. The **SFA** will be responsible for all site review requirements. For SFAs with multiple sites, internal on-site monitoring must be completed once every year by February 1 for all NSLP sites and 50% of SBP sites. Internal on-site monitoring must be completed twice per year for all ASCSP sites, once within the first four weeks of operation and one other time during the school year. [7 CFR 210.8(a)(1) and 220.11(d)]
11. The **Site Agency** will be responsible for properly counting reimbursable meals using the Point of Service (POS) system as required by the ADE Health and Nutrition Services Division. A POS is defined as that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced-price, or paid lunch has been served to an eligible child. The **Site Agency** will be responsible for maintaining the POS at each meal and recording the daily meal counts on the system.
12. All record keeping and filing requirements for the Federal Reimbursement will be the responsibility of the **SFA’s** Child Nutrition Department. The **SFA** will be the only entity held responsible for “over claims” that may be identified on any of the monthly reimbursement claims.
13. The **SFA** will use the Paid Lunch Equity (PLE) Tool to calculate the paid lunch price increase and/or non-Federal contribution requirement. Meal prices for each of the locations referenced in section A must be set according to the **SFA’s** PLE requirements.
14. The **SFA** will be responsible for all audit requirements, audit responses, and accountability for any financial responsibilities as the result of an audit or review by ADE.
15. The **Site Agency** will ensure that potable water is available and accessible without restriction to the children at no charge in the areas where breakfast, lunch, snack, and at-risk meals are served during the meal service. [7 CFR 210.10(a)(1)(i) and 220.8(a)(1)]
16. The **Site Agency** will ensure that the regulations included in 7 CFR 210.11 and ARS 15-242 regarding Competitive Foods are being followed.
17. The **SFA** will ensure that the Professional Standards requirements of 7 CFR 210.30 are being met for applicable staff at the **Site Agency**.
18. The **Site Agency** will allow necessary staff from the **SFA** to have direct access to the kitchen for food preparation or for delivery without an appointment and for monitoring purposes without prior notice. This will be done either by giving code access or key access to child nutrition staff and delivery staff of the **SFA**. This would include access for on-site review purposes. [7 CFR 210.8(a)]
19. The **SFA** will provide all serving trays and utensil kits needed for service of all approved meals.
20. The **Site Agency** will be responsible for providing a clean, safe, and sanitary environment for the service of all meals served at the location(s) referenced in section A and the **SFA** will ensure there is a site-specific HACCP plan in place. The **Site Agency** will ensure the HACCP requirements are correctly implemented.

21. The **SFA** will provide the necessary equipment needed to insure proper handling and storage of food products such as milk coolers, refrigerators, and food warmers when necessary. The **SFA** will be solely responsible for all repairs of this equipment.

22. The cafeteria equipment provided by the **SFA** will remain the property of the **SFA**. The **SFA** will be responsible for all serving utensils and equipment used at the school. Should any equipment not be returned to the **SFA**, the **Site Agency** will be invoiced and charged the current cost to replace the missing items.

23. The **SFA** will be responsible, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child's diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. [SP 59-2016 and SP 26-2017]

24. The **SFA and Site Agency** will work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

25. The **SFA** will ensure that the procurement requirements of 2 CFR 200 are being met by the **Site Agency** for purchases related to Child Nutrition Programs.

E. FINANCIAL CONDITIONS OF AGREEMENT:

1. All Federal reimbursements and money collected from non-eligible students and adult sales will be the sole property of the **SFA**.

2. All students of the **Site Agency** will be eligible for free meal benefits per the CEP/Provision 2/3 non-pricing program or At-Risk Meals/ASCSP area eligibility.

3. Adult breakfasts will be provided by the **SFA** at a cost of \$ **2.75** and adult lunches will be provided at a cost of \$ **4.75** each. The **Site Agency** will collect adult meal fees and document all cash received in accordance with guidelines. The **Site Agency** will accept personal checks for adult meal sales in the amount of purchase only

F. ASSURANCE OF CIVIL RIGHTS COMPLIANCE:

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

G. PROVISIONS FOR TERMINATING AGREEMENT:

The Governing Board of either party may terminate this agreement by providing written notice of the intent to terminate thirty (30) working days in advance of the termination date.

H. SIGNATURES/CERTIFICATION OF CONTRACTING AGENCIES:

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board or responsible persons. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. *mail:*
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. *fax:*
(833) 256-1665 or (202) 690-7442; or
3. *email:*
Program.Intake@usda.gov

This institution is an equal opportunity provider.

For the **SFA**:

Tonya Green
Printed Name of Responsible Party

Food Service Manager
Title of Responsible Party

Responsible Party Signature

08-02-20
SFA CTDS Number

3033 MacDonald Ave
Mailing Address

Kingman, AZ 86401
Mailing City, State, Zip

928-753-6190 x2301
Telephone

tgreen@kUSD.org
Email Address

Date

For the **SFA Child Nutrition Director**:

Margot Jones
Printed Name

928-753-5678
Telephone

Date

For the **Site Agency**:

Valerie Pearson
Printed Name of Responsible Party

Project Manager
Title of Responsible Party

Responsible Party Signature

Site Agency CTDS Number

4309 E. Belleview Street Bldg 14
Mailing Address

Phoenix, AZ 85008
Mailing City, State, Zip

602-954-8182
Telephone

valerie.pearson@bgcaz.org
Email Address

Date

Signature

mjones@kUSD.org
Email Address

5-Day Meal Patterns –Breakfast, Lunch, Supper, and Snack

5-Day Meal Pattern for SBP

School Breakfast Program

Serve Only	Offer vs. Serve (OVS)				
<ul style="list-style-type: none"> Minimum 3 items daily Must prepare each of the 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain Students must have all items at POS 	<ul style="list-style-type: none"> Minimum 4 items daily Must prepare each of the 3 required items in required amounts along with 1 additional item (Fruit, Juice, Vegetable, Grain, or Meat/Meat Alternate) Students must have at least 3 items at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable 				
Required	Grades K-5	Grades 6-8	Grades K-8	Grades 9-12	Grades K-12
Fluid Milk <small>All fluid milk must be fat-free (skim) or low-fat (1% or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.</small>	1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Fruit/Juice/Vegetable <small>All juice must be 100% full-strength, and no more than half of the weekly offerings may be in the form of juice.</small>	1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Whole Grain-Rich Grains <small>Daily and weekly minimums must be met. Not required to meet weekly maximum. At least 80% of the grains offered weekly must be whole grain-rich.</small>	1 oz eq (daily) 7-10 oz eq (weekly)	1 oz eq (daily) 8-10 oz eq (weekly)	1 oz eq (daily) 8-10 oz eq (weekly)	1 oz eq (daily) 9-10 oz eq (weekly)	1 oz eq (daily) 9-10 oz eq (weekly)
Optional					
Meat/Meat Alternate <small>No daily or weekly requirement. Item counts toward weekly grain requirement when at least 1 oz eq grain is served.</small>	0	0	0	0	0
Calories Weekly Average	350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average	≤ 540	≤ 600	≤ 540	≤ 640	≤ 540
Saturated Fat (% of total calories) Weekly Average	≤ 10				
Trans Fat (g) Daily	0 per serving				

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5-Day Meal Pattern for NSLP

National School Lunch Program

Serve Only:				Offer versus Serve (OVS):			
<ul style="list-style-type: none"> Must prepare all 5 components in required amounts At POS: Students must take all 5 components in minimum required amounts 				<ul style="list-style-type: none"> Must prepare all 5 components in required amounts At POS: Students must take at least 3 components in minimum required amounts, one of which must be at least ½ cup fruit or vegetable 			
Component Specifications: Daily and Weekly Amount Based on the Average for a 5-Day Week							
		Grades	K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)		2½ (½)			5 (1)	All fruit juice must be 100% full-strength, and no more than half of the weekly fruit offerings may be in the form of juice. Dried fruit credits as double its volume (e.g., ¼ cup dried fruit credits as ½ cup fruit).
	Serve Only: minimum amount required at POS		½			1	
	OVS: minimum amount to count at POS		½			½	
Total Vegetable (cups)	Weekly (daily)		3¾ (¾)			5 (1)	All vegetable juice must be 100% full-strength, and no more than half of the weekly vegetable offerings may be in the form of juice.
	Serve Only: minimum amount required at POS		¾			1	
	OVS: minimum amount to count at POS		½			½	
Vegetable Subgroups (cups)		Minimum Weekly Amounts					
Dark green			½			½	Minimum creditable amount to count towards a subgroup is 1/8 cup. Leafy greens credit as half their volume (e.g., 1 cup leafy greens credits as ½ cup vegetable).
Red/Orange			¾			1¼	
Beans/Peas (legumes)			½			½	
Starchy			½			½	
Other			½			¾	
To meet weekly requirement, vegetables from ANY subgroup			1			1½	
Whole Grain-Rich Grains (oz eq)	Weekly (daily) amounts <i>*Not required to meet weekly maximum</i>	8-9*	8-10*	8-9*	10-12*		At least 80% of the weekly grains offered must be whole grain-rich. No more than 2 oz eq of the weekly grain offerings may be grain-based desserts.
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2		
Meat/ Meat Alternate (oz eq)	Weekly (daily) amounts <i>*Not required to meet weekly maximum</i>	8-10*	9-10*	9-10*	10-12*		
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2		
Fluid milk (cups)	Weekly (daily)		5 (1)				All fluid milk must be fat-free (skim) or low-fat (1% or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.

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5-Day Meal Pattern for NSLP

National School Lunch Program

Dietary Specifications: Weekly Average Requirement for a 5-Day Week

Grades	K-5	6-8	K-8	9-12	Additional Information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium Interim Target 1 (mg)	≤ 1,110	≤ 1,225	≤ 1,110	≤ 1,280	Sodium Interim Target 1A must be met no later than July 1, 2023 (SY 2023-2024)
Saturated fat (% of calories)	≤ 10				

Dietary Specifications: Daily Requirement for a 5-Day Week

Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of <u>trans</u> fat per serving				

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National School Lunch Program

Afterschool Care Snack Program (ASCSP)

Reimbursement for snacks served in after school care programs is available for schools operating NSLP under the ASCSP. Snacks served under the ASCSP must meet the following meal pattern requirements.

Meal Pattern for Snack:

- Select 2 of the 4 components to offer per snack
- No more than two dessert items may be served in one week
- It is recommended to offer larger portions for older children (ages 13-18) based on their higher total energy requirements

Components	Ages 1-2	Ages 3-5	Ages 6-18
Fluid milk (cups)	½ cup	½ cup	1 cup
Vegetable, Fruit, or 100% Full-Strength Juice*	½ cup	½ cup	¾ cup
Grains/Breads (whole grain or enriched) Including: <ul style="list-style-type: none"> • Bread • Cornbread, rolls, muffins, or biscuits • Cold dry cereal (volume or weight, whichever is less) • Cooked cereal, pasta, noodle products, or cereal grains 	½ slice ½ serving ¼ cup or ½ oz ¼ cup	½ slice ½ serving ⅓ cup or ½ oz ¼ cup	1 slice 1 serving ¾ cup or 1 oz ½ cup
Meat or Meat Alternates Including: <ul style="list-style-type: none"> • Lean meat, fish or poultry (edible portion as served) • Cheese** • Egg or yogurt • Cooked dry beans or peas*** • Peanut butter, soy nut butter or other nut or seed butters • Peanuts, soy nuts, tree nuts or seeds • Any equivalent quantities of any combination of the above meat/meat alternates 	½ oz ½ oz ½ egg or ¼ cup ⅓ cup 1 Tbsp ½ oz	½ oz ½ oz ½ egg or ¼ cup ⅓ cup 1 Tbsp ½ oz	1 oz 1 oz 1 egg or ½ cup ¼ cup 2 Tbsp 1 oz

*juice may not be served when milk is served as the other component

**natural or processed only

***in the same meal service, dried beans or dried peas may only be used as a meat alternate or as a vegetable; however, such use does not satisfy the requirement for both components

This tab presents information on the amount and planned use of the District's fund balance reserves to increase transparency and provide decision-makers, other stakeholders, and the public more complete financial information. It also presents information about policies or guidelines used to establish target fund balance reserve amounts.

	Funds														
	General Fund*			Capital Projects Fund			Special Revenue Funds			Debt Service Funds	Permanent Fund	Enterprise funds	Internal Services Funds	Total all funds	
	Maintenance and Operations Fund	Unrestricted Capital Outlay Fund (if included in the General Fund)	Other funds reported in the General Fund	Unrestricted Capital Outlay Fund (if not included in the General Fund)	Bond Building Funds	Adjacent Ways Fund	Other capital projects funds	Classroom Site Fund	Federal and State Grants						Other special revenue funds
Prior year ending fund balance															
1. Ending fund balance reported in FY 2023 AFR	4,182,511	3,968,326	478,925	0	0	0	(106,773)	4,765,369	526,727	8,928,224	1,061,116	0	616	616	23,805,657
Current year ending fund balance															
2. Total FY 2024 ending fund balance	2,154,641	8,653,365	445,472	0	0	0	(28,316)	7,288,067	(644,599)	9,703,369	1,108,780	0	616	616	28,682,011
FY 2024 ending fund balance details:															
3.a Fund deficit	0	0	0	0	0	0	(28,316)	0	(644,599)	0	0	0	0	0	(672,915)
3.b Fund balance exceeding budget capacity in budget-controlled funds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.c Planned to be spent in FY 2025 to support budgeted spending	0	5,011,741	445,472	0	0	0	0	7,288,067	0	9,703,369	0	616	616	616	22,449,881
3.d Maintained for debt retirement after FY 2025										0	1,108,780	0	0	0	1,108,780
3.e Maintained for capital projects after FY 2025		0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.f Maintained for retirement contributions after FY 2025		0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.g Maintained for self-insurance or OPEB after FY 2025		0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.h Maintained for future financial stability	2,154,641	3,641,624	0	0	0	0	0	0	0	0	0	0	0	0	5,796,265
3.i other purposes (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.j other purposes (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.k Total FY 2024 ending fund balance	2,154,641	8,653,365	445,472	0	0	0	(28,316)	7,288,067	(644,599)	9,703,369	1,108,780	0	616	616	28,682,011

*See the Summary tab, column K, and page 5, column K, to identify which funds are included in the General, Capital Projects, and Special Revenue, and other funds columns on this page.

B. Fund balance reserve process or policy

1. Does the District have a process or policy to establish a targeted (goal) fund balance reserve level that the District is working to maintain each year? (Yes or No in cell F28) If the District has an adopted Governing Board policy, enter the policy number in the box provided (cell G28).

No

Governing Board policy number (N/A if no adopted policy exists):

If question 1 was answered yes, complete the table below to describe the District's specific FY 2024 targeted and actual fund balance reserve amounts and methods used to establish those targeted fund balance reserve amounts.

Fund(s)	Targeted FY 2024 fund balance reserve amount(s)	Actual FY 2024 fund balance reserve amount(s)	Method used to establish a targeted fund balance reserve amount
Total:	0	0	

3. The District plans to take the following actions related to its ending fund balance in FY 2025 and thereafter:

Maintain financial stability

FOOD SERVICE

BEGINNING FUND BALANCE (1) REVENUES

	FUND 510	
	ACTUAL	
1. 1500 Investment Income	1,900,611	1.
2. 1600 Food Service	71,484	2.
3. Other Local	74,288	3.
4. 4500 Restricted Revenue Rec. from Fed. Gov.	0	4.
5. 4900 Revenue for/on Behalf of the District	2,571,375	5.
6. TOTAL REVENUE (lines 2-6)	0	6.
7. 5000 Other Financing Sources and Fund Transfers-In	2,717,147	7.
8. TOTAL AVAILABLE (lines 1, 7, and 8)	0	8.
	4,617,757	9.

A. Number of operating months

11

B. Number of Meals Served

	BREAKFASTS	LUNCHES/ SUPPERS	A LA CARTE*	SNACKS
1. Served at District Locations				
a. Reimbursable Meals Only	184,116	493,523	0	1,127
b. Program Adults/Adult Workers	0	0	0	0
c. Other	0	0	2,031	0
2. Served at Other Locations				
a. Reimbursable Meals Only	0	0	0	0
b. Program Adults/Adult Workers	0	0	0	0
c. Other	0	0	0	0

* Divide all revenues from a la carte sales by the free lunch reimbursement rate received.

C. Meal Prices

	P-6	7-8	9-12	Adult
1. Reduced breakfast	0.00	0.00	0.00	
2. Reduced lunch	0.00	0.00	0.00	
3. Reduced snack	0.00	0.00	0.00	
4. Paid breakfast	1.00	1.00	1.00	2.75
5. Paid lunch	3.50	3.50	3.50	4.75
6. Paid snack	0.00	0.00	0.00	0.00

D. Special Milk Program

Charge to children per ½ pint milk unit _____
 Number of ½ pint milk units served to children _____

EXPENDITURES

6150 Classified Salaries
6200 Employee Benefits
6400 Purchased Property Services
6570 Food Service Management
6591 Services Purchased from Other AZ Districts
6610 General Supplies (Nonfood Items)
6620 Energy
6631 USDA Commodities (Excluding Freight)
6632 USDA Commodities (Freight Only)
6633 Other Food
6634 Storage Costs for USDA Commodities
6700 Property (Excluding 6731-39)
6731-32, 6734-35, 6737-38 Furniture & Equipment, Vehicles, & Tech. costing under \$5,000
6733, 6736, 6739 Furniture & Equipment, Vehicles, & Tech. costing \$5,000 or more
6832 and 6842 Other Principal and Interest
Other Expenditure: 63XX, 6531, 6810, 6890, 6655
TOTAL EXPENDITURES (lines 10-25)
6910 Indirect Costs Transfers-Out
6900 Other Financing Uses and Fund Transfers-Out (excluding Indirect Costs Transfers-Out)
TOTAL EXPENDITURES & OTHER USES (lines 26-28)
ENDING FUND BALANCE (line 9 minus line 29) (1)

F. Services purchased from the M&O Fund to repair and maintain food service property owned, rented, or used by the district (function 2600).

6400 Purchased Property Services _____ 0

(1) Includes Food Service Fund revolving account cash balance of

FOOD SERVICE FUND 510		M&O EXPENDITURES FUND 001	CAPITAL EXPENDITURES FUND 610
BUDGET	ACTUAL	ACTUAL	ACTUAL
10.	45,830	0	
11.	19,355	0	
12.	19,472	56,365	
13.	2,438,602	0	
14.	0	0	
15.	5,265	0	
16.	26,126	0	
17.	0		
18.	9,570		
19.	873		
20.	0		
21.			
22.	18,495		0
23.	129,843		0
24.	0		
25.	46,305	457	0
26.	3,000,000	2,759,736	56,822
27.	35,376		
28.	0		
29.	2,795,113		
30.	1,822,645		

E. Detail of Food Service Management Company Expenditures

Classified Salaries	_____
Employee Benefits	_____
Supplies and Materials (Nonfood)	_____
Food	_____
Management Fee	_____
Other	_____
Total (must equal total of amounts on line 13 above)	<u>0</u>

\$ _____ at 7/1/23 or _____ \$2,939 at 6/30/24, as applicable.

Use this tab to compare all expenditures, revenue and special education information for up to 5 schools. Use the boxes in Row 5 to select the schools.

School F School Name CTDS Primary Unit Code Unweighted Attending Student Count Fund 0-799 (excluding 575)			School Listing - School 2		School Listing - School 3		School Listing - School 5		School Listing - School 14		School Listing - School 20			
			MT Title		Cofund		Mansfield		Buckhorn		Black Mountain			
			117		115		080230112		080230112		110		08023011	
			154,123		644,694		722,422		722,422		722,422		454,435	
			Total	Amount per Pupil	Total	Amount per Pupil	Total	Amount per Pupil	Total	Amount per Pupil	Total	Amount per Pupil	Total	Amount per Pupil
Payments to Other AZ Districts - Tuition (654) - Other Services (659)	0	0	0	0	0	0	0	0	0	0	0			
Programs 100-630	Function 1000 - Instruction	Salaries (6100)	719,353	4,627	2,300,641	3,580	2,680,713	3,717	2,091,882	3,517	1,869,228			
		Employee Benefits (6200)	227,693	1,375	845,254	1,317	981,190	1,257	981,190	1,122	485,280			
		Purchased Services (6300, 6400, 6500) (excluding tuition)	10,149	66	39,956	62	78,307	109	47,866	65	32,420			
		Supplies (6600)	76,082	481	259,813	399	209,119	289	212,868	289	196,403			
		Property (6700) (excluding 6740 and 6750)	4,527	29	87,012	136	77,471	107	62,777	71	38,230			
Debt and Fees (6810)	509	3	580	1	580	1	580	1	580	1				
Miscellaneous (6900)	0	0	0	0	2,057	4	0	0	0	0				
AR 6000 Object Codes (excluding 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0	0				
Subtotal (6100)	104,877	660	351,218	548	343,969	476	280,999	393	280,999	312,420	212,420			
Programs 100-630	Function 2100 - Support Services-Students	Employee Benefits (6200)	61,340	388	151,077	238	122,848	178	131,688	178	111,254			
		Purchased Services (6300, 6400, 6500) (excluding tuition)	36,093	231	191,342	298	214,764	287	219,848	288	136,015			
		Supplies (6600)	17,258	108	22,577	35	48,972	71	25,299	34	26,839			
		Property (6700) (excluding 6740 and 6750)	3,224	21	19,097	29	15,315	21	19,256	26	9,611			
		Debt and Fees (6810)	410	3	43	0	49	0	50	0	31			
Miscellaneous (6900)	3,203	20	3,196	1	2,872	3	2,589	4	2,383					
AR 6000 Object Codes (excluding 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0					
Subtotal (6100)	105,469	660	372,027	581	345,978	479	286,752	400	279,808	312,420	212,420			
Programs 100-630	Function 2200 - Support Services-Instructional Staff	Employee Benefits (6200)	45,305	287	129,499	206	140,569	184	145,070	186	108,401			
		Purchased Services (6300, 6400, 6500) (excluding tuition)	15,599	211	41,908	65	37,254	52	37,682	51	26,915			
		Supplies (6600)	782	5	1,184	1	6,854	9	1,607	5	1,255			
		Property (6700) (excluding 6740 and 6750)	0	0	0	0	0	0	0	0	0			
		Debt and Fees (6810)	130	1	541	1	611	1	652	1	80			
Miscellaneous (6900)	0	0	0	0	0	0	0	0	0					
AR 6000 Object Codes (excluding 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0					
Subtotal (6100)	62,816	304	173,032	373	185,286	397	191,066	393	137,453	140,000	100,000			
Programs 100-630	Function 2300 - Support Services-General Administration	Employee Benefits (6200)	1,614	10	6,720	10	7,565	10	7,318	10	4,799			
		Purchased Services (6300, 6400, 6500) (excluding tuition)	2,108	14	9,153	14	10,395	14	10,513	14	6,462			
		Supplies (6600)	4,564	29	20,525	32	22,880	32	25,280	32	14,240			
		Property (6700) (excluding 6740 and 6750)	4	0	185	0	1,315	0	1,315	0	1,315			
		Debt and Fees (6810)	4	0	19	0	21	0	21	0	13			
Miscellaneous (6900)	3,270	21	10,702	17	12,848	17	12,292	17	7,278					
Judgments Against a District (6820)	0	0	0	0	0	0	0	0	0					
Miscellaneous (6900)	0	0	0	0	0	0	0	0	0					
AR 6000 Object Codes (excluding 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0					
Subtotal (6100)	107,848	700	231,190	360	256,966	384	248,659	337	248,170	248,170	148,170			
Programs 100-630	Function 2400 - Support Services-School Administration	Employee Benefits (6200)	21,852	137	98,945	151	98,331	135	91,844	135	85,150			
		Purchased Services (6300, 6400, 6500) (excluding tuition)	0	0	36	0	41	0	42	0	26			
		Supplies (6600)	6,166	40	247	0	9,090	13	6,072	8	1,599			
		Property (6700) (excluding 6740 and 6750)	3,201	21	0	0	965	1	811	1	0			
		Debt and Fees (6810)	354	2	0	0	235	0	0	0	0			
Miscellaneous (6900)	0	0	0	0	0	0	0	0	0					
AR 6000 Object Codes (excluding 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0					

		Scholar (6100)	21,223	150	88,365	138	99,483	138	103,490	138	89,318
		Employee Benefits (6200)	8,321	24	33,825	61	26,377	54	46,639	54	34,497
		Purchased Services (6300, 6400, 6500) (excluding tuition)	9,051	29	36,571	57	41,562	58	43,144	59	26,714
		Supplies (6600)	10,747	70	44,744	70	50,373	70	51,889	70	31,686
		Property (6700) (excluding 6740 and 6750)	17,612	116	79,171	116	83,500	116	85,188	116	52,526
		Data and Fees (6810)	80	1	371	1	418	1	426	1	263
		Interest (6850)	0	0	0	0	0	0	0	0	0
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	2,510	16	10,611	16	11,765	16	12,603	16	7,461
		Employee Benefits (6200)	1,420	10	6,132	10	6,800	10	7,000	10	4,336
		Purchased Services (6300, 6400, 6500) (excluding tuition)	180,553	1,271	691,096	1,077	764,373	1,056	776,407	1,056	501,960
		Supplies (6600)	71,399	476	27,520	176	104,355	144	102,311	127	87,214
		Property (6700) (excluding 6740 and 6750)	1,896	12	8,001	12	9,357	12	9,357	12	5,389
		Data and Fees (6810)	220	2	258	2	258	2	258	2	203
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0
		Scholar (6100)	51,843	336	213,847	336	243,000	336	247,008	336	152,809
		Employee Benefits (6200)	21,460	152	97,075	152	109,964	152	112,183	152	69,172
		Purchased Services (6300, 6400, 6500) (excluding tuition)	3,082	20	12,487	18	12,932	18	13,163	18	8,132
		Supplies (6600)	16,311	106	67,809	106	76,433	106	77,096	106	48,692
		Property (6700) (excluding 6740 and 6750)	7,500	47	32,016	47	37,172	47	37,222	47	23,282
		Data and Fees (6810)	66	0	274	0	318	0	314	0	203
		Miscellaneous (6890)	1,098	7	4,613	7	5,100	7	5,288	7	3,287
		All 6000 Object Codes (including 6740, 6750 and 6900)	468	3	1,848	3	2,199	3	2,238	3	1,380
		Employee Benefits (6200)	49,235	304	246,025	304	277,454	304	285,456	304	174,645
		Purchased Services (6300, 6400, 6500) (excluding tuition)	1,314	9	5,472	9	6,160	9	6,285	9	3,875
		Supplies (6600)	2,924	19	12,382	19	13,949	19	14,271	19	8,309
		Property (6700) (excluding 6740 and 6750)	12	0	64	0	71	0	72	0	44
		Data and Fees (6810)	147	1	612	1	696	1	704	1	434
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0
		Scholar (6100)	0	0	0	0	0	0	0	0	0
		Employee Benefits (6200)	0	0	0	0	0	0	0	0	0
		Purchased Services (6300, 6400, 6500) (excluding tuition)	0	0	0	0	0	0	0	0	0
		Supplies (6600)	0	0	0	0	0	0	0	0	0
		Property (6700) (excluding 6740 and 6750)	0	0	0	0	0	0	0	0	0
		Data and Fees (6810)	0	0	0	0	0	0	0	0	0
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0
		Function 3300 - Community Service Operations	75,134	487	0	0	0	0	0	0	0
		Scholar (6100)	0	0	0	0	0	0	0	0	0
		Employee Benefits (6200)	0	0	0	0	0	0	0	0	0
		Purchased Services (6300, 6400, 6500) (excluding tuition)	0	0	0	0	0	0	0	0	0
		Supplies (6600)	0	0	0	0	0	0	0	0	0
		Property (6700) (excluding 6740 and 6750)	0	0	0	0	0	0	0	0	0
		Data and Fees (6810)	0	0	0	0	0	0	0	0	0
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0
		Function 3400 - Bookstore Operations	0	0	0	0	0	0	0	0	0
		Scholar (6100)	0	0	0	0	0	0	0	0	0
		Employee Benefits (6200)	0	0	0	0	0	0	0	0	0
		Purchased Services (6300, 6400, 6500) (excluding tuition)	0	0	0	0	0	0	0	0	0
		Supplies (6600)	0	0	0	0	0	0	0	0	0
		Property (6700) (excluding 6740 and 6750)	0	0	0	0	0	0	0	0	0
		Data and Fees (6810)	0	0	0	0	0	0	0	0	0
		Miscellaneous (6890)	0	0	0	0	0	0	0	0	0
		All 6000 Object Codes (including 6740, 6750 and 6900)	0	0	0	0	0	0	0	0	0

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Memorandum

To: KUSD Governing Board

From: Margot Jones, Director of Business and Finance

RE: Approval of FY24 Annual Financial Report

FOR AGENDA

- Approve Kingman Unified School District's FY24 Annual Financial Report package

FOR PACKET

The Annual Financial Report (AFR) includes FY24's revenues and expenditures by different funds, programs, and expense categories throughout the district. The AFR package has 3 reports, the main AFR for the district, the Food Service AFR, which looks only at our food service operation, and the School-Level AFR, which breaks down our district spending by each school. In FY22 and FY23 we had several audit deficiencies regarding the AFR package, which contributed to our current non-compliant status. The AFR wasn't submitted to the state on time; reported expenditures, revenues, and fund balances didn't match our accounting records; budgeted expenditures didn't match our most recently revised budget; and the School-Level AFR wasn't completed or submitted. This year to ensure compliance, all reports were completed early and will be submitted after board approval, we've verified (multiple times) all information on the AFR against our accounting records, budgets, and fund balances. Even with all our accounting difficulties in FY24, we ended the year in good financial standing.

In FY24 the district spent \$50,935,671 out of our general fund, M&O, and \$3,905,592 out of Unrestricted Capital. Revenues in FY24 for these two funds equaled \$58,612,155, which gives us a year-end, remaining balance of \$3,770,892. This balance will be added to our carryover in FY25.

This carryover is crucial as we estimate our expenses will increase in our general funds in FY25 with recent raises, an additional increase to minimum wage, increased costs to benefits, and the end of ESSER funds.

Our student count, or ADM, went up in FY24 from the previous year by 135 students and our spending increased in M&O by 2.3%. So far in FY25 we have lost more students than we gained last year, so we will continue to monitor our student count to ensure our expenditures and staffing align with our student count. We will discuss this in more detail when we do our first budget revision in December.

Approval of the district's FY24 Annual Financial Report package will approve the AFR, Food Service AFR, and School-Level AFR.

Approved listed donations:

Cerbat Elementary:

- College Park Community Church donated school supplies: glue, markers, crayons, pencils, erasers, spiral notebooks, colored pencils, paper, construction paper, pens, glue sticks, and a lunch box

KOLA/PASS:

- McKee Foods donated 9 cases of snacks

District Office:

- Linde Gas and Equipment donated 3 boxes of miscellaneous school supplies

Hualapai Elementary:

- Safeway North in Kingman donated 200 muffins
- Walmart donated a \$100 gift card for muffins

Little Explorers

- McKee Foods donated 5 cases of Little Debbie snacks for staff appreciation
- The Stubenrauch Family donated 10 dozen boxes of donuts for staff appreciation

White Cliffs Middle School

- Sarah Hancock donated seed packets for students
- MC2 donated 5 couches for staff lounge
- Clifford Marshall donated 274 packets of seeds
- Justin Brown donated WCMS Visitor Badges
- GEO Prison – Raylan Rivera donated 2 wooden picnic benches
- Starr Nursery donated garden soil

Lee Williams High School

- David Terry donated a 12x12 pop up tent valued at \$100 to the Drama Club
- Campbell Redi Mix donated \$500 to the Athletics program
- Kingman Firefighters Association donated \$1000 to the Flag Football team

Black Mountain

- Oriental Trader donated \$25 in candy for Trunk or Treat
- Sam's Club donated \$25 in candy
- Little Debbie donated 400 snacks for Trunk or Treat
- GEO Group donated 15 lbs of candy
- Jennie Phillips donated \$20 to purchase candy

Kingman High School:

- VFW Post# 11014, #10386 and #2555 donated \$100 each to KHS Band
- Cheri Williams donated Herby-a Briggs and Straton miniature car
- Aaron Eller donated a mountain bike valued at \$450