

**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, June 10, 2025**. 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 June 5, 2025. Revised agenda posted on June 9, 2025, 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, June 10, 2025**

**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. Recognition of Retirees:  
**Agenda Item Type:** Informational

**7. Caring  
for Kids  
Since  
xxxx**

- |                                   |                    |
|-----------------------------------|--------------------|
| 5. <b>First and Last<br/>Name</b> | 6. <b>Position</b> |
| 8. Yvonne Kilby                   | 9. Teacher         |
| 11. Joanne McIver                 | 12. Teacher        |
| 14.                               |                    |

- |          |
|----------|
| 10. 1995 |
| 13. 2012 |

Gretchen Dorner

15. 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

16. Reports:

Superintendent: KUSD High School Athletics and KOLA Report

Board Reports:

**Agenda Item Type:** Informational

17. 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:

May 13, 2025 - Regular Board Meeting

B. Approve Vouchers:

1. Payroll Vouchers: 33-34, 1036, 1038-1039

2. KUSD Vouchers: 2060-2064

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 May 2025 Financials

G. Approve School Fundraisers

H. Approve out of state travel for Wallis Alexander, Teacher and 24 Kingman Middle School 8<sup>th</sup> grade Cambridge students for a field trip to Anaheim, CA from April 22 – May 3, 2026

18. KUSD School Cell Phone Policy

**Agenda Item Type:** Discussion

Gretchen Dorner

19. A.I. Program Update

**Agenda Item Type:** Discussion

Tim Gardner

20. First reading of changes in policy as recommended by ASBA:

**Agenda Item Type:** Discussion Only

Policy Advisory No. 876..... Policy DA — Fiscal Management Goals / Priority Objectives

Policy Advisory No. 877..... Policy DB — Annual Budget NEW Regulation DB-R — Annual Budget: Schedule, Preparation/Planning, Format, and Posting/Submission

Policy Advisory No. 878 .. DELETED Policy DBC — Budget Planning, Preparation, and Schedules DELETED Regulation DBC-R — Budget Planning, Preparation, and Schedules

Policy Advisory No. 879..... Policy DBF — Budget Hearings and Reviews / Adoption Process

Policy Advisory No. 880..... DELETED Policy DBI — Budget Implementation Policy Advisory No.

881.....Policy DBJ — Budget Transfers

Policy Advisory No. 882 .....Policy DD — Funding Proposals, Grants, and Special Projects Exhibit DD-E — Funding Proposals, Grants, and Special Project

Policy Advisory No. 883.....DELETED Policy DDA — Funding Sources Outside the School System

Policy Advisory No. 884 .....DELETED Policy DEC — Funding from Federal Tax Sources

Policy Advisory No. 885 .....Policy DFA — Revenues from Investments

Policy Advisory No. 886 .....DELETED Policy DFB — Revenues from School – Owned Real Estate

Policy Advisory No. 887 ..... DELETED Policy DFD — Gate Receipts and Admissions

Policy Advisory No. 888 .....DELETED Policy DFF — Income from School Sales and Services

Policy Advisory No. 889 ..... Policy DG — Banking Services

Policy Advisory No. 890 ..... DELETED Policy DGA — Authorized Signatures

Policy Advisory No. 891.....Policy DGD — Credit Cards

- Policy Advisory No. 892.....Policy DI — Fiscal Accounting and Reporting
- Policy Advisory No. 893 .....DELETED Policy DIA — Accounting System
- Policy Advisory No. 894.....Policy DIB — Types of Funds / Revolving Funds
- Policy Advisory No. 895 .....Policy DIC — Financial Reports and Statements
- Policy Advisory No. 896 .....DELETED Policy DICA — Budget Format
- Policy Advisory No. 897.....Policy DID — Inventories  
Regulation DID-R — Inventories
- Policy Advisory No. 898.....Policy DIE — Audits / Financial Monitoring  
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- Policy Advisory No. 899.....Policy DJ — Purchasing
- Policy Advisory No. 900..... Policy DJE — Bidding / Purchasing Procedures  
Regulation DJE-R — Bidding / Purchasing Procedures
- Policy Advisory No. 901.....Policy DJG — Vendor / Contractor Relations  
Regulation DJG-R — Vendor / Contractor Relations
- Policy Advisory No. 902.....DELETED Policy DJGA — Sales Calls and Demonstrations  
DELETED Regulation DJGA-R — Sales Calls and Demonstrations
- Policy Advisory No. 903..... Policy DK — Payment Procedures  
Exhibit DK-EA — Payment Procedures  
NEW Exhibit DK-EB — Payment and  
Payroll Procedures
- Policy Advisory No. 904..... DELETED Policy DKA — Payroll      Procedures / Schedules  
DELETED Exhibit DKA-E — Payroll Procedures / Schedules
- Policy Advisory No. 905.....Policy DN — School Properties Disposition
- Policy Advisory No. 906 .....Policy IJNDB — Use of Technology Resources in Instruction  
Regulation IJNDB-R — Use of Technology Resources in Instruction
- Policy Advisory No. 907 .....Policy JLF — Reporting Child Abuse / Child Protection
- Policy Advisory No. 908 .....Policy JR — Student Records  
Regulation JR-R — Student Records

21. Second reading of changes in policy recommended by ASBA:

**Agenda Item Type:** Discussion/Action

- Policy Advisory No. 863.....Exhibit BAA-EB — Evaluation of School Board / Board Self- Evaluation  
(Update of PA 820, March 2025)
- Policy Advisory No. 864 .....Policy IHA — Basic Instructional Program
- Policy Advisory No. 865.....Policy JLIF — Sex Offender Notification
- Policy Advisory No. 866.....Policy CA — Administration Goals / Priority Objectives
- Policy Advisory No. 867.....Policy CB — Superintendent
- Policy Advisory No. 868.....Policy CBA — Qualifications and Duties of the Superintendent
- Policy Advisory No. 869.....Policy CBCA — Delegated Authority  
NEW Regulation CBCA-R — Delegated Authority
- Policy Advisory No. 870 .....Policy CBI — Evaluation of Superintendent  
Exhibit CBI-EA — Evaluation of Superintendent (Districts may choose  
either CBI-EA or CBI-EB)  
Exhibit CBI-EB — Evaluation of Superintendent
- Policy Advisory No. 871.....DELETE Policy CCB — Line and Staff Relations  
DELETE Regulation CCB-R — Line and Staff Relations
- Policy Advisory No. 872 .....Policy CFD — School - Based Management  
Regulation CFD-R — School - Based Management  
DELETE Exhibit CFD-E — School - Based Management  
DELETE Policy CFD — School - Based Management (Version for one [1] school
- Policy Advisory No. 873..... Policy CHD — Administration in the Absence of Policy
- Policy Advisory No. 874..... Policy CK — Administrative Consultants
- Policy Advisory No. 875.....Policy CM — School District Annual Report

22. Possible action to allow or deny eligibility to Arizona online charter students to participate in KUSD Interscholastic Sports teams

**Agenda Item Type:** Discussion/Action

Dr. Gretchen Dorner

23. Possible action to approve a base pay stipend for TOA's and Instructional Coaches from the Instructional Improvement Fund  
**Agenda Item Type:** Discussion/Action  
Margot Jones
24. Possible action to approve recommendation to renew contract of RFP #25-02-30 for Audit Services to CWDL Certified Public Accountants, second year of a five-year award  
**Agenda Item Type:** Discussion/Action  
Donette Piccinetti
25. Possible action to approve recommendation to renew contract of IFB #24-02-29 for Delivered and Offsite Fuel, Oil and Similar Products to Rebel Oil Company, third year of a five-year award  
**Agenda Item Type:** Discussion/Action  
Donette Piccinetti
26. Possible action to approve recommendation to renew contract of RFP #25-03-30 for Speech Therapy, Occupational Therapy, and Psychology Services to multiple vendors listed in packet, second year of a five-year award  
**Agenda Item Type:** Discussion/Action  
Donette Piccinetti
27. Possible action to approve recommendation of RFP #26-02-31 for Security Services to Desert Mountain Security, LLC. This is a five-year award which must be renewed each year  
**Agenda Item Type:** Discussion/Action  
Donette Piccinetti
28. Approve listed Donations:  
**Agenda Item Type:** Discussion/Action
29. Possible action to approve a Memorandum of Understanding between Classroom Teacher Preparation Program and Kingman Unified School District #20  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
30. Possible action to approve the 2025-2026 Employee Handbook  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
31. Possible action to approve compensation schedules for FY 2025-2026  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
32. Possible action to approve the assignment of Jennifer Rose as School Principal of Hualapai Elementary School for the 2025-2026 school year, and to authorize staff to issue an employment contract in the amount specified in the memorandum to the Governing Board  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
33. Possible action to approve the reclassification of Tandy Janson from Transportation Supervisor to Transportation Director, effective July 1, 2025, and authorize staff to issue her an employment contract for the 2025-2026 school year commensurate with the reclassification  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
34. Possible action to approve the reclassification of Dylan Young Poston from Mechanic to Bus Mechanic Supervisor, effective July 1, 2025, and authorize staff to issue him an employment contract for the 2025-2026 school year commensurate with the reclassification  
**Agenda Item Type:** Discussion/Action  
Wendy Reisinger
35. Possible action to approve reclassification of the current Executive Director of Academic Services to Assistant Superintendent in order to provide additional support in supervision of school campuses starting in FY26  
**Agenda Item Type:** Discussion/Action

Gretchen Dorner

- 36. Board Comments  
**Agenda Item Type:** Discussion
- 37. 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](mailto:vportillo@kUSD.org).**

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

C. Approve Personnel Hire Ratification list:

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE</b>	<b>POSITION</b>	<b>DATE</b>
Basinger	Barbara	Kingman High School	Paraeducator II	05/07/2025
Dorner	Joseph	Lee Williams High School	Instructional Coach	07/07/2025
Frankel	Cathy	District Office	Substitute Teacher	05/05/2025
Hunter	Patricia	Little Explorers	SPED Teacher	07/09/2025
LaFirenza	Connor	Transportation	Bus Monitor	05/06/2025
Pemberton	Heather	Kingman Middle School	SPED Teacher	07/09/2025
Rabaiotti	Michela	Cerbat	Paraeducator I	05/05/2025
Roberge	Sheryl	District Office	Substitute Teacher	05/05/2025
White	Michelle	White Cliffs Middle School	Instructional Coach	07/07/2025
Wilson	Pearl	Little Explorers	CDC Caregiver	05/05/2025

D. Approve Personnel Term/Leave Ratification List:

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE</b>	<b>POSITION</b>	<b>DATE</b>
Ammon	Naomi	Cerbat	Paraeducator II	05/21/2025
Burnside	Mariah	Mount Tipton	Clerk	06/09/2025
Chavira	Audria	District Office	Paraeducator Specialist	05/21/2025
DeRose	Derenda	District Office	Substitute Teacher	05/20/2025
Donoho	Kaitlyn	Little Explorers	CDC Caregiver	05/12/2025
Hall	Kinzee	Manzanita	Specialist	04/24/2025
Hamodey	Molly	District Office	Secretary	06/09/2025
Hill	Becky	District Office	Substitute Teacher	05/21/2025
Mace	Tom	District Office	Manager II	06/30/2025
Ortuno	Melissa	Cerbat	Speech Paraeducator	05/15/2025
Pankow	Bruce	District Office	School Resource Officer	06/09/2025
Renzullo	Deidre	Little Explorers	Paraeducator IV/V	04/30/2025
Rohler	Danicia	District Office	Administrative Assistant	06/03/2025
Thompson	Catherine	Transportation	Bus Monitor	05/21/2025
Weeks	Jamie	District Office	Substitute Teacher	05/21/2025
Wilson	Cristal	Manzanita	Paraeducator II	05/15/2025

E. 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
Buck	Mequila	Little Explorers	SPED Resource Teacher	Manzanita	4 <sup>th</sup> Grade Teacher	07/09/2025
Bush	Jennifer	White Cliffs Middle School	Receptionist	KOLA/PASS	Clerk-Attendance Opportunity Room	07/07/2025
Campbell	Dustin	Manzanita	Paraeducator II	Manzanita	Intervener	07/14/2025
Cass	Jennifer	Hualapai	Assistant Principal	Lee Williams High School	Assistant Principal	07/01/2025
McCauley	Tracey	Desert Willow	Paraeducator Specialist Computer	Kingman Middle School	Paraeducator IV/V	07/14/2025
Ward	Lauren	Kingman High School	English Teacher	Kingman High School	Instructional Coach	07/07/2025



**School Fundraisers**

School Name: Lee Williams High School

For Board Agenda Month: June 2025

Group Name <i>NO acronyms only- Spell Out name of group!</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
<b>LWHS Volleyball Boy's and Girl's</b>	Cookie Dough	Aug 18-Aug 30 2025	LWHS	Funds will be used to purchase equipment, pay for travel and tournaments, and end of season team gifts
<b>LWHS Cross Country</b>	Monsoon Madness fun run-5k	August 16th 2025	WCMS	To raise funds for Travel and uniforms
<b>LWHS AUX</b>	Painting Senior/ Staff Parking Spots	All school year (July 1st-May 22nd) 2025-2026	LWHS Battalion Lot and staff parking lot	to raise funds for after prom and other student events
<b>LWHS Wrestling</b>	Donation requests through email	10/2025-12/2025	Online	To help raise funds for season costs
<b>LWHS Wrestling</b>	Car wash	6/07/26 & 6/21/26	Taco Bell parking lot	To raise funds to help with season costs
<b>Yearbook/Photo Club</b>	Yearbook	All year long 2025-2026 school year July 1st 2025 - May 22nd, 2026	Lee Williams High School & Online	To buy gear for yearbook/photo club to photograph sports, video equipment etc
<b>LWHS Football</b>	Victory Gold Card w/ donation option	July 28, 2025 - August 11, 2025	LWHS, Community, and Online	To raise money for the program.
<b>LWHS Boys &amp; Girls Volleyball</b>	Victory Cookie Dough w/ donation option	August 19 - 30, 2025	LWHS, Community, and Online	To raise money for the program.
<b>Flag Football (Donation)</b>	Victory Donation	August 19 - 30, 2025	Online	To raise money for the program.
<b>LWHS Cross Country</b>	Victory Donation	August 19 - Sept 9, 2025	Online	To raise money for the program.
<b>LWHS Boys Basketball</b>	Victory (Pretzels w/ donation option)	<b>November 14 - 28, 2025</b>	LWHS, Community, and Online	To raise money for the program
<b>LWHS Girls Soccer</b>	Victory Pretzels w/ donation option	November 14 - 28, 2025	LWHS, Community, and Online	To raise money for the program
<b>LWHS Boys Soccer</b>	Victory Donation	November 18 - December 6, 2025	Online	To raise money for the program
<b>LWHS Girls Basketball</b>	Victory Donation	November 18 - December 6, 2025	Online	To raise money for the program
<b>LWHS Baseball</b>	Victory Donation	November 24 - December 20, 2025	Online	To raise money for the program
<b>LWHS Softball</b>	Victory Donation	November 24 - December 20, 2025	Online	To raise money for the program
<b>LWHS Baseball</b>	Victory Pack discount card w/ donation option	February 16 - 28, 2026	LWHS, Community, and Online	To raise money for the program
<b>LWHS Softball</b>	Victory Popcorn w/ donation option	February 16 - March 3, 2026	LWHS, Community, and Online	To raise money for the program.
<b>LWHS Track</b>	Victory Cookies & Caramel Corn w/ donation option	February 25 - March 11, 2026	LWHS, Community, and Online	To raise money for the program
<b>LWHS Boys' Volleyball</b>	Victory Donation	February 16 - March 10, 2026	LWHS, Community and Online	To raise money for the program.

<b>LWHS Football</b>	Victory Donation	April 26 - May 12	Online	To raise money for the program
<b>LWHS Clubs, Athletics, and Activities</b>	Panda Express Chipotle Five Guys Baskin Robbins Chilis Arby's Yogurt Island Jimmy Johns Sonic McDonalds Dunkin Donuts Starbucks Papa Murphy's Papa John's Culver's Cracker Barrel Dutch Brother's La Tea Da Floyd's Siren's Rickety Cricket Subway Freys Calicos Great American Piz Rickety Cricket La Tea Da Jersey Mike's Burger King	2025-2026 School Year July 1st, 2025 - June 30th 2026.	Community	To raise money for the program
<b>LWHS Student Council</b>	Homecoming Dance	September 20th, 2025	LWHS	To raise money for Student Council and LWHS.
<b>LWHS Student Council</b>	Prom	April 24th, 2026	Central Church	To raise money for Student Council and LWHS
<b>LWHS Student Council</b>	Snack Shack & Concessions	July 1st 2025 - June 30th, 2026	LWHS	To raise money for Student Council and LWHS.
<b>LWHS Student Council</b>	Varsity Graphics Recognition Signs	July 1st 2025 - June 30th 2026	Online	To raise money for Student Council and LWHS
<b>LWHS Student Council</b>	Silent Night Shirts	December 2025 - February 2026	LWHS	To raise money for Student Council and LWHS
<b>LWHS Hispanic Student Union</b>	<b>Agua Frescas and Traditional snacks</b>	<b>July 2025-May 2026</b>	LWHS & Community	To raise money for HSU.
<b>LWHS Hispanic Student Union</b>	<b>Taco Tuesday</b>	<b>August 2025-May 2026</b>	LWHS	To raise money for HSU

<b>LWHS Hispanic Student Union &amp; LWHS Clubs, Athletics, and Activities</b>	<b>Día de los muertos</b>	<b>November 1st, 2025</b>	LWHS & Community	To raise money for HSU, and any participating LWHS Clubs, athletics, or activities.
<b>LWHS Hispanic Student Union</b>	<b>Cocoa Thursdays</b>	<b>November 2025-February 2026</b>	LWHS	To raise money for HSU
<b>LWHS Hispanic Student Union</b>	<b>Candy Cane Grams</b>	<b>November 2025-December 2025</b>	LWHS	To raise money for HSU
<b>LWHS Hispanic Student Union &amp; LWHS Clubs, Athletics, and Activities</b>	<b>Día de los muertos Movie night</b>	<b>October 2025-November 2025</b>	LWHS & Community	To raise money for HSU.
<b>LWHS Hispanic Student Union</b>	<b>Crush Grams</b>	January - February 2026	LWHS	To raise money for HSU
<b>LWHS Hispanic Student Union</b>	<b>Cinco De Mayo</b>	May 2026	LWHS & Community	To raise money for HSU, and any participating LWHS Clubs, athletics, or activities.

# School Fundraisers

School Name: La Senita / Little Explorers

For Board Agenda Month: July, 2025

Group Name <i>NO acronyms only- Spell Out name of group!</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
La Senita / Little Explorers	Reading for Education	09/8/2025-04/30/2026	La Senita / Little Explorers	Raise funds to support the school

**JICJ**  
**USE OF PORTABLE ELECTRONIC  
DEVICES IN SCHOOL**

Kingman Unified School District No. 20 (KUSD#20) recognizes that parents desire the ability to communicate with their child, especially after school hours; furthermore, we also recognize that parents would like to be able to be reached in case of an emergency.

Students may possess and use portable electronic devices, including but not limited to cell phones, I-pods and similar music players, other recording devices, cameras, et cetera, subject to limitations of this and other policies of the District under the following conditions and guidelines:

A. ***No Use During Instructional Time:*** In order to preserve and respect classroom instruction, electronic devices may only be used in a classroom environment where the teacher gives explicit permission for use. Gymnasiums are considered classrooms. Devices are to be used only for the specific purpose as stated by the teacher. Portable electronic devices shall not be turned on or used in any way during instructional time or when their use is otherwise prohibited by school administrators or teachers. Instructional time includes the entire period of a scheduled class, and other times during the school day when students are participating in any instructional activities (for example, during student assemblies, awards or other public ceremonies). Electronic devices are also to remain turned off at all times in offices, the auditorium, and the library, unless specifically authorized.

B. ***Private Areas:*** Use of cell phones or other electronic devices in private areas, including but not limited to restrooms and locker rooms, constitutes an invasion of the reasonable expectation of privacy and is strictly prohibited.

C. ***School Activities, Transportation, and Rules Specific to Campus:*** Coaches, bus drivers, supervisors and sponsors of school activities may set reasonable guidelines for their use during school activities which they supervise. Students are allowed to use their electronic devices for assigned homework. If, while being used for homework behavioral issues arise, the privilege may be denied. Failure to comply with such guidelines may result in discipline or exclusion from the activity. Behavior that creates an unsafe or distracting environment will not be tolerated. The site administrator may establish, and school personnel may enforce additional cell phone use guidelines appropriate to campus needs. Parents should review their student's school handbook for other restrictions on student cell phone usage.

D. **Confiscation:** If portable electronic devices are used when prohibited, the device may be confiscated by an administrator or teacher. If electronic devices are turned on in areas where they are to remain off, or if electronic devices are used in a manner other than specifically authorized, or in violation of law or school policy, the entire device (including the sim card) will be confiscated. Students are required to turn portable electronic devices over to school personnel when requested. Students who do not cooperate by turning over electronic devices to school personnel on request may be subject to discipline including suspension from school.

After the *first incident*, the student will be able to pick up the device from their teacher at the end of the period. If there is a second offense, the device will be taken to the office where the student can pick it up at the end of the school day. Any *subsequent offenses* will require a parent/guardian to pick up the device from the discipline office. Devices may be searched as permitted by law based on reasonable suspicion of a violation of law or policy. *Inappropriate use* in violation of policy includes but is not limited to, bullying, gang activities, threats, harassment, and lewd behavior. Police may be contacted if illegal behavior is suspected.

E. **Bring to School at Own Risk:** District staff will take reasonable steps to protect confiscated electronic devices, but students are advised that electronic devices are brought to school at the student's own risk. The District is not responsible for loss, damage or theft of electronic devices which occur at school.

F. **Lost or Abandoned Devices:** Lost or apparently abandoned devices must be turned in to the school administrator. Students should not attempt to ascertain the ownership of a device by turning on or searching that device. Administrators may search an electronic device that has been turned in as lost or abandoned for the limited purpose of determining the device's owner.

G. **Exceptions:** Where use of an electronic device is prohibited, or permitted only with explicit permission, exceptions shall apply if:

1. The use is in compliance with the provisions of the student's Individualized Education Program (IEP) or 504 Plan, or
2. In the event of an extreme bona fide emergency such that the securing of such permission is impractical under the circumstances. Such an emergency is a situation that seriously threatens the health, safety or well-being of students, school employees or others.

H. **Discipline:** Students violating this policy will be subject to disciplinary action.

Adopted: July 2, 2019

# POLICY SERVICES *ADVISORY*

Volume 37, Number 5

May 2025

Policy Advisory No. 876..... Policy DA — Fiscal Management Goals /  
Priority Objectives

Policy Advisory No. 877..... Policy DB — Annual Budget

*NEW* Regulation DB-R — Annual Budget:  
Schedule, Preparation/Planning, Format,  
and Posting/Submission

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Exhibit DK-EA — Payment Procedures  
**NEW** Exhibit DK-EB — Payment and Payroll Procedures

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



**Policy Advisory No. 878**                      ***DELETED* Policy DBC — Budget Planning,  
Preparation, and Schedules  
*DELETED* Regulation DBC-R — Budget Planning,  
Preparation, and Schedules**

Language in Policy DBC was moved to Policy DB under the heading *Schedule*; therefore, Policy DBC was removed from the model manual. Regulation DBC-R was recodified as Regulation DB-R; therefore, Regulation DBC-R was removed from the model manual.

**Policy Advisory No. 879**                      **Policy DBF — Budget Hearings and  
Reviews / Adoption Process**

The first paragraph in Policy DBI was moved to Policy DBF under the heading *Implementation*; therefore, Policy DBI was removed from the model manual. Headings were also added for clarity, and the title was updated to *Budget Process, Adoption and Implementation* to align with policy content.

**Policy Advisory No. 880**                      ***DELETED* Policy DBI — Budget  
Implementation**

Language in Policy DBI was moved to Policy DBF under the heading *Implementation*; therefore, Policy DBI was removed from the model manual.

**Policy Advisory No. 881**                      **Policy DBJ — Budget Transfers**

Headings were added for clarity, and “Reconciliation and” was added to the policy title to align with content (current title – *Budget Reconciliation and Transfers*).

**Policy Advisory No. 882**                      **Policy DD — Funding Proposals, Grants,  
and Special Projects  
Exhibit DD-E — Funding Proposals, Grants,  
and Special Projects**

Language in Policies DDA and DEC were moved to Policy DD; therefore, Policies DDA and DEC were removed from the model manual. Headings were also added for clarity, and the title to the policy and accompanying exhibit was updated to *Budget Funding Sources* to align with content. A.R.S. 15-991 was added to the Legal References as it pertains to Impact Aid.

**Policy Advisory No. 883**                      ***DELETED* Policy DDA — Funding Sources  
Outside the School System**

Language in Policy DDA was moved to Policy DD under the heading *Funding Sources Outside the School System*; therefore, Policy DDA was removed from the model

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manual.

**Policy Advisory No. 884**

***DELETED* Policy DEC — Funding from  
Federal Tax Sources**

Language in Policy DEC was moved to Policy DD under the heading *Funding From Federal Tax Sources (Impact Aid Program)*; therefore, Policy DEC was removed from the model manual.

**Policy Advisory No. 885**

**Policy DFA — Revenues from Investments**

Language in Policies DFB, DFD, and DFF was moved to Policy DFA; therefore, Policies DFB, DFD, and DFF were removed from the model manual. Headings were also added for clarity, and the policy title was updated to *Revenues and Income* to align with policy content. In addition, compliancy language was expanded (e.g., permitted and prohibited fundraisers) under the heading *Student Activity Income* to assist Districts.

**Policy Advisory No. 886**

***DELETED* Policy DFB — Revenues from  
School – Owned Real Estate**

Language in Policy DFB was moved to Policy DFA under the heading *School-Owned Real Estate*; therefore, Policy DFB was removed from the model manual. Information under *Student Activities Income* was updated and *Career and Technical Education* was added to provide additional guidance. Legal References were also updated.

**Policy Advisory No. 887**

***DELETED* Policy DFD —  
Gate Receipts and Admissions**

Language in Policy DFD was moved to Policy DFA under the heading *Gate Receipts and Admissions*; therefore, Policy DFD was removed from the model manual.

**Policy Advisory No. 888**

***DELETED* Policy DFF — Income from School  
Sales and Services**

Language in Policy DFF was moved to Policy DFA under the heading *School Sales and Services*; therefore, Policy DFF was removed from the model manual.

**Policy Advisory No. 889**

**Policy DG — Banking Services**

Language in Policy DGA was moved to Policy DG; therefore, Policy DGA was removed from the model manual. Headings were also added for clarity, and the policy title was updated to *Banking Services and Authorized Signatures* to align with policy content.

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**Policy Advisory No. 890**

***DELETED* Policy DGA — Authorized Signatures**

Language in Policy DGA was moved to Policy DG under the heading *Authorized Signatures*; therefore, Policy DGA was removed from the model manual.

**Policy Advisory No. 891**

**Policy DGD — Credit Cards**

Policy DGD included a minor reorganization (the *Definition* portion of the policy was relocated to the top of the document).

**Policy Advisory No. 892**

**Policy DI — Fiscal Accounting and Reporting**

Language in Policy DIA was moved to Policy DI; therefore, Policy DIA was removed from the model manual. Headings were also added for clarity.

**Policy Advisory No. 893**

***DELETED* Policy DIA — Accounting System**

Language in Policy DIA was moved to Policy DI under the heading *Accounting System*; therefore, Policy DIA was removed from the model manual.

**Policy Advisory No. 894**

**Policy DIB — Types of Funds / Revolving Funds**

Policy DIB includes a title change only: *Revolving and Auxiliary Funds*.

**Policy Advisory No. 895**

**Policy DIC — Financial Reports and Statements**

Headings were added for clarity.

**Policy Advisory No. 896**

***DELETED* Policy DICA — Budget Format**

Language in Policy DICA was moved to Policy DB under the heading *Format* and the first paragraph under the heading *Posting and Submission*; therefore, Policy DICA was removed from the model manual.

**Policy Advisory No. 897**

**Policy DID — Inventories  
Regulation DID-R — Inventories**

The Stewardship List in Policy DID was updated to align with language in the Uniform System of Financial Records, and information regarding Equipment Inventory and Supplies inventory lists were included for additional guidance. Headings were added to Regulation DID-R, and the following sentence was moved to the first paragraph: “The copy of the complete inventory shall be on file in the office of the business manager” for clarity.

**Policy Advisory No. 898**

**Policy DIE — Audits / Financial Monitoring**

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**Regulation DIE-R — Audits / Financial  
Monitoring**

Headings were added to the Policy DIE and Regulation for DIE-R clarity. In addition, Section A was updated to \$700,000 and Section B was updated to \$750,000 to align with the USFR and Auditor General.

**Policy Advisory No. 899**

**Policy DJ — Purchasing**

To provide additional clarity, Policy DJ includes the following minor edits: headings were added, additional Legal References were provided, title was updated to *Purchasing Ethics*, subtitle was removed, and one sentence was revised under the heading *Definitions*.

**Policy Advisory No. 900**

**Policy DJE — Bidding / Purchasing  
Procedures**

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

Information in Policy DJE and Regulation DJE-R was reorganized and headings were added for efficiency and clarity. In addition, “veteran-owned businesses” was added to Policy DJE to align with language in 2 C.F.R. 200.321, and *Purchases from District Employees* and *Purchases from District Board Members* were added under the heading *Purchasing* for additional guidance as provided per USFR. Regulation DJE-R includes updated A.A.C. references and additional guidance as provided per USFR.

**Policy Advisory No. 901**

**Policy DJG — Vendor / Contractor Relations  
Regulation DJG-R — Vendor / Contractor  
Relations**

Language in Policy DJGA was moved to Policy DJG; therefore, Policy DJGA was removed from the model manual. In addition, the policy and regulation titles were updated to *Vendor/Contractor and Sales Calls Requirements* to align with content. In Regulation DJG-R, a heading was added, and the first sentence was removed for clarity.

**Policy Advisory No. 902**

**~~DELETED~~ Policy DJGA — Sales Calls and  
Demonstrations  
~~DELETED~~ Regulation DJGA-R — Sales Calls and  
Demonstrations**

Language from Policy DJGA was moved to Policy DJG under the heading *Sales Calls and Demonstrations Requirements*; therefore, Policy DJGA was removed from the model manual. Regulation DJGA-R was removed from the model manual as this information is addressed in Policy DJG.

*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 No. 903**

**Policy DK — Payment Procedures  
Exhibit DK-EA — Payment Procedures  
NEW Exhibit DK-EB — Payment and  
Payroll Procedures**

Language in Policy DKA was moved to Policy DK; therefore, Policy DKA was removed from the model manual (minor edits were made to original language for clarity). Headings were also added, and the titles for the policy and exhibits were updated to *Payment and Payroll Procedures* to align with content. In addition, Exhibit DK-E was recodified as DK-EA, and Exhibit DKA-E was recodified as DK-EB.

**Policy Advisory No. 904**

**~~DELETED~~ Policy DKA — Payroll Procedures /  
Schedules  
~~DELETED~~ Exhibit DKA-E — Payroll Procedures /  
Schedules**

Language in Policy DKA was moved to Policy DK under the heading *Payment and Payroll Procedures*; therefore, Policy DKA was removed from the model manual. Exhibit DKA-E was recodified as DK-EB; therefore, DKA-E was removed from the model manual.

**Policy Advisory No. 905**

**Policy DN — School Properties Disposition**

Information pertaining to Competitive Sealed Bidding was removed from Policy DN as this information is provided in Policy DJE and its accompanying Regulation DJE-R.



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.**

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

## **ADVISORY 876**

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



**DA ©**  
**FISCAL MANAGEMENT GOALS /**  
**~~PRIORITY OBJECTIVES~~**

The Governing Board recognizes that money and its management ~~constitute~~ the have foundational effects on of the entire school program School District operations. To make that fiscal management support as effective as possible, the Board intends to:

- A. ~~Encourage short and long range planning through the best possible budgeting procedures~~ Ensure budget development aligns with the strategic direction/plan.
- B. Explore all practical and legal sources of ~~monetary income~~ revenue.
- C. Guide and monitor the expenditure of funds to achieve ~~the greatest educational returns~~ successful student outcomes.
- D. Require maximum effectiveness, efficiency and transparency in accounting and reporting procedures.
- E. Maintain, within budget limits, a level of per-student expenditure ~~needed to~~ that provides high-quality education for the needs of all students.

Adopted: \_\_\_\_\_

# ADVISORY 877

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

**DB ©**  
**ANNUAL BUDGET: SCHEDULE, PREPARATION /**  
**PLANNING, FORMAT, AND**  
**POSTING / SUBMISSION**

**Schedule**

Each school year the Superintendent shall prepare and disseminate a budget preparation schedule to accomplish all required budgetary actions for the following school year. This schedule will, at a minimum, provide specific dates for the accomplishment of all state-mandated actions.

**Preparation and Planning**

The Superintendent is directed to formulate the annual budget, considering at all times that resources must be utilized to produce the most positive effect on the student's opportunity to gain an education.

The Superintendent shall be responsible for reviewing budgetary requests, providing guidelines and limitations, and presenting the proposed budgets and documentation necessary for Board study, review, and action.

The Governing Board shall be informed if the proposed budget could require an increase in the primary property tax levy of the District over the preceding year's tax levy.

If the District receives desegregation funding, a desegregation budget shall be prepared and submitted using relevant forms from the Auditor General.

**Format**

The District shall utilize the budget format prepared and prescribed by the Superintendent of Public Instruction in conjunction with the Auditor General. The budget format is designed to allow school districts to plan and provide in detail for the use of available funds.

The budget format as specified in A.R.S. 15-903 shall contain the following information. The School District shall prominently post on its website home page, separately from its budget, Items B through E below:

A. A statement identifying proposed pupil-teacher ratios and pupil-staff ratios relating to the provision of special education services for the budget year.

B. The prominent display of the average salary of all teachers employed by the School District for the current year.

C. The prominent display of the average salary of all teachers employed by the School District for the previous year.

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D. The prominent display of the dollar increase in the average salary of all teachers employed by the School District for the current year.

E. The prominent display of the percentage increase in the average salary of all teachers employed by the School District for the current year.

The District may want to include the additional categories of Instructional Support and Student Support alongside the dollars in the classroom number as the intention of the report is to provide a more comprehensive representation of the percentage of District dollars spent that directly impacted teaching and student learning.

### **Posting and Submission**

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

The District shall submit this annual expenditure budget to the Arizona Department of Education (ADE) and shall utilize the relevant forms and instructions from the Auditor General.

Adopted: \_\_\_\_\_

#### **LEGAL REF.:**

A.R.S.

15-271

15-302

15-481

~~15-821~~

15-824

15-903

15-905

15-905.01

15-910

15-977

15-991

~~15-2201~~

41-1279.03

#### **CROSS REF.:**

CM - School District Annual Report

DB-R - Annual Budget: Schedule, Preparation/Planning, Format and Posting/Submission

DBF - Budget Process, Adoption and Implementation

DIC - Financial Reports and Statements

DIE - Audits/Financial Monitoring

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

**DB-R ©**

**REGULATION**

**ANNUAL BUDGET: SCHEDULE, PREPARATION /  
PLANNING, FORMAT, AND  
POSTING / SUBMISSION**

The business manager will prepare a schedule of budget deadlines for presentation to the Superintendent each year. This schedule will cover all actions necessary to prepare the budget for the following school year.

The following items may be included in the recommended budget schedule:

- A. Specific date for receipt of unit budgets from administrators.
- B. Date for initial meeting on the budget with appropriate staff members.
- C. Date(s) for student membership and attendance reports.
- D. Date(s) for estimates on the maintenance and operations and capital budgets.
- E. Date for completion of employee compensation consideration(s).
- F. Date for preparing financial projections for all categories and subcategories to be included in the proposed budget(s) for the ensuing fiscal year.
- G. Date for determining if the proposed budget(s) is (are) in excess of the District's Truth in Taxation base limit [A.R.S. 15-905.01].
  - 1. When the base limit is exceeded, or the District plans to levy any amount for adjacent ways projects or liabilities in excess of the School District budget, a decision must be made whether to publish the truth in taxation notice separately or in combination with the proposed budget or budget summary.
  - 2. Either publication procedure requires publication of at least ten (10) days but not more than twenty (20) days prior to the truth in taxation hearing.
  - 3. The truth in taxation hearing may be held in conjunction with the proposed budget hearing.

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H. Proposed Budget: The Governing Board shall not later than July 5 and not less than ten (10) days before:

1. Publish or mail to each household in the District a copy of the proposed budget or a summary of the proposed budget for consideration of the residents or taxpayers of the District, and a notice of the public hearing and Board meeting.
2. Furnish to the Superintendent of Public Instruction and County School Superintendent, in electronic format, the proposed budget and summary of proposed budget for the budget year.
3. Submit to the Department of Education the proposed budget which shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

I. Budget Adoption: The Governing Board shall not later than July 15 and not less than ten (10) days after posting or mailing the notice of the public hearing and Board meeting:

1. Conduct the public hearing and present the proposed budget to the persons attending the hearing, and

If a truth in taxation hearing is required it must be conducted prior to the budget hearing.

2. Immediately following the public hearing, the President shall call the Governing Board meeting to order for the purpose of adopting the budget.

J. Adopted Budget: Not later than July 18:

1. The adopted budget shall be submitted electronically to the Superintendent of Public Instruction.
2. The adopted budget shall be submitted to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

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K. Publishing: The Governing Board must do one of the following and provide notice of the public hearing and Board meeting to adopt the budget no later than ten (10) days prior to the meeting to adopt the budget:

1. Posting to ADE's Website: Districts that have a website are required to follow the website requirements above and may choose to meet the publication requirement for the proposed budget by electronically uploading the Hearing Notification and Summary via the School Finance Budget System to ADE for posting on ADE's website. If the budget or proposed budget and notice are posted on a website maintained by the department of education or mailed, the Board shall file an affidavit with the Superintendent of Public Instruction within thirty (30) days after the mailing or the date that the information is posted on the website.

2. Publishing in a newspaper: Print the proposed budget or Summary and Hearing Notification in at least eight (8)-point type in a newspaper of general circulation within the District. The publisher's affidavit of newspaper publication must be filed with the Superintendent of Public Instruction within thirty (30) days of the publication. To meet this requirement, districts should scan and e-mail the affidavit to [SFBudgetTeam@azed.gov](mailto:SFBudgetTeam@azed.gov).

3. Mailing: Mail the proposed budget or Summary and Hearing Notification to each household in the District. An affidavit or other documentation of mailing must be filed with the Superintendent of Public Instruction within thirty (30) days of mailing. To meet this requirement, districts should scan and email the affidavit to [SFBudgetTeam@azed.gov](mailto:SFBudgetTeam@azed.gov).

L. Override Election:

1. When applicable, dates pursuant to A.R.S. §§ [15-481-15-482](#), as applicable.

2. Date for budget hearing on following year's budget.

a. At least ninety (90) days before a proposed override election (first [1st] Tuesday following the first [1st] Monday in November, order override election to present proposed override budget to electors. Must also prepare alternate budget without override increase in event voters reject the proposed override budget.

b. At least thirty-five (35) days before override election, mail or distribute to households where qualified electors reside the informational report prepared by County School Superintendent.

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c. When a determination is made to cancel the override election, the request must be made to the County School Superintendent at least eighty (80) days before the override election date.

*M. Annual Financial Report:*

1. Not later than October 15 of each year the Governing Board shall:

a. Prepare and distribute the annual financial report for the prior fiscal year.

b. Provide a copy of the financial report to the County School Superintendent.

c. Electronically submit a copy of the financial report to the State Superintendent of Public Instruction.

d. Submit a copy of the annual financial report for the prior fiscal year to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

2. Not later than November 15 of each year the Governing Board shall publish the annual financial report:

a. In a newspaper of general circulation within the School District, or

b. In the official newspaper of the county as defined in A.R.S. 11-255, or

c. By mailing a copy to each household in the District, or

d. By electronic transmission of the information to the Department of Education for posting on the Department's website (if the Board chooses this option the School District shall post a link on the District's website to the report on the Department's website).

All forms and technical requirements for each respective form shall be as prescribed in A.R.S. 15-904.

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## **ADVISORY 878**

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

~~DBC ©  
BUDGET PLANNING, PREPARATION,  
AND SCHEDULES~~

*Remove per PA 878 - May 2025* (Merged with Policy DB.)

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

~~DBC-R~~ ©

~~REGULATION~~

~~BUDGET PLANNING, PREPARATION,  
AND SCHEDULES~~

*Remove per PA 878 - May 2025* (Merged with New Regulation DB-R.)

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

# **ADVISORY 879**

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**DBF ©**  
**~~BUDGET HEARINGS AND REVIEWS /~~**  
**~~ADOPTION PROCESS, ADOPTION AND IMPLEMENTATION~~**

**Process**

~~At least~~ Within ten (10) days before and not later than July 5, the Governing Board shall publish notice of the public hearing and Board meeting to be held no later than July 15 to present the proposed budget for consideration of the residents or taxpayers of the District and shall submit the proposed budget to the Department of Education.

The Department shall prominently display the budget information on the website maintained by the Department. If the District maintains a website, the District shall post a link to the website of the Department of Education where this information about the District is posted.

If a truth-in-taxation notice and hearing is required under A.R.S. 15-905.01, the Board may combine the budget notice and hearing with the truth-in-taxation notice and hearing.

The publishing of the proposed budget and notice of the hearing and meeting shall be in accordance with A.R.S. 15-905. If a truth-in-taxation notice and hearing is necessary, the notice shall be in accordance with A.R.S. 15-905.01. If the Board determines to combine the budget and truth-in-taxation hearings, publication of a combined notice must satisfy the requirements of both A.R.S. 15-905 and 15-905.01.

**Adoption**

Immediately following the public hearing, the President shall call to order the Board meeting for the purpose of adopting the budget. A Board member may, without creating a conflict of interest, participate in adoption of a final budget even though the member may have substantial interest in specific items included in the budget.

The Board shall adopt the budget and enter the budget as adopted in its minutes.

Not later than July 18, the Governing Board shall submit the adopted budget to the Department of Education. The Department shall prominently display the District budget information on the website maintained by the Department. If the District maintains a website, the District shall post a link to the website of the Department of Education where this information about the District is posted.

Filing of the budget shall be according to state law. [See Regulation ~~DBC-R~~]

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If the Governing Board receives notification that one (1) or more of the District's categorical budgets are in excess of its authorized limit, the Board shall revise the affected budget(s) in accordance with A.R.S. 15-905.

**Implementation**

To determine if budgeted expenditures are in keeping with the adopted budget, a monthly report of expenditures and revenues shall be presented to the Board. Variances within budget categories shall be a part of this report.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-903

15-905

15-905.01

15-911

15-915

CROSS REF.:

DBC - Annual Budget: Planning, Schedule, Preparation/Planning, Format and Schedules Posting/Submission

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

# ADVISORY 880

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

**DBI ©  
BUDGET IMPLEMENTATION**

*Remove per PA 880 - May 2025* (Merged with Policy DBF.)

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



# ADVISORY 881

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

**DBJ ©**  
**BUDGET TRANSFERS RECONCILIATION**  
**AND TRANSFERS**

**Reconciliation**

Periodically throughout the year, the budget will be reconciled to the actual expenditures of the District.

**Transfers**

The Governing Board may authorize the expenditure of monies budgeted within the maintenance and operation section of the budget for any subsection within the section in excess of amounts specified in the adopted budget only by action taken at a public meeting of the Governing Board and if the expenditures for all subsections of the section do not exceed the amount budgeted.

Adopted: \_\_\_\_\_

LEGAL REF.:  
A.R.S.  
15-905

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

# ADVISORY 882

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

**DD ©**  
**BUDGET FUNDING PROPOSALS, GRANTS, SOURCES**  
**AND SPECIAL PROJECTS**

The Governing Board is to be kept informed of possible sources of state, federal, and other funds for the support of the schools and/or for the enhancement of educational opportunities. The Superintendent is to apprise the Board of its eligibility for general or program funds and to make recommendations for Board action.

**Funding Sources Outside  
the School System**

The District may submit proposals to private foundations and other sources of financial aid for subsidizing such activities as innovative projects, feasibility studies, long-range planning, research and development, or other educational needs.

Timelines permitting, grant proposals are to be approved by the Board before being submitted to the funding agency. The Superintendent shall establish administrative guidelines for the processing of proposal ideas to the Board for its approval.

The Governing Board may receive, hold, and dispose of any gift, grant, or bequest of property or equipment in accordance with state law and the intent of the instrument conferring title.

The Governing Board may also accept gifts, grants, or devises of money. The disposition of unused funds from these sources shall be in accordance with law.

**Funding From Federal Tax Sources  
(Impact Aid Program)**

Regardless of any other law, if the District receives assistance pursuant to Title VIII of the Elementary and Secondary Education of 1965, as amended (Impact Aid Program), the District shall establish a local level fund designated as the Impact Aid Fund and deposit the Impact Aid monies received in the Fund.

The District shall separately account for monies in the Fund and shall not combine monies in the Fund with any other source of local, state, and federal assistance. Monies in the Fund shall be expended pursuant to federal law only for the purposes allowed by Title VIII and A.R.S. 15-905. The District shall account for monies in the Fund according to the Uniform System of Financial Records (USFR) as prescribed by the Auditor General.

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If the District has established an Impact Aid Fund, the Superintendent of Public Instruction shall separately account for monies in the District's Impact Aid Fund in the annual report required by A.R.S. 15-255.

Monies in the Fund are considered federal monies and are not subject to legislative appropriation.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-206

15-207

15-208

15-209

15-210

15-341

15-905

15-991

20 U.S.C. 7701, Title VIII - Impact Aid Program

CROSS REF.:

KCD - Public Gifts/Donations to Schools

IHBJ - Indian Education

KJGA - Relations with Parents of Children Educated Pursuant to  
Federal Impact Aid Programs

DD-E ©

EXHIBIT

BUDGET FUNDING PROPOSALS, GRANTS, SOURCES  
AND SPECIAL PROJECTS

RESOLUTION

WHEREAS, participation in programs funded in whole or in part by federal funds requires that a participating district demonstrate that the district meets the requirement of comparability between schools that receive federal funding and those that do not receive such funding, and that the district provide for equivalency of access to district staffing, equipment, and materials by all district schools, based on student per-capita allocations and individual schools' needs analyses, and, in addition, that all schools and programs have equivalent access to district support operations including but not limited to maintenance, transportation, and warehousing operations support; and

WHEREAS, budgets for staffing, textbooks, equipment, supplies, and services for district schools will be provided for at all schools without supplanting special funding provided from any source with nonsupplanting requirements; and

WHEREAS, expenditures budgets for schools participating in Title I programs will be provided for on the same per-capita basis as budgets for schools not participating in the program; and

WHEREAS, the \_\_\_\_\_ School District No. \_\_\_\_\_ intends to participate in such programs and receive federal funds;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the \_\_\_\_\_ School District No. \_\_\_\_\_ hereby directs the Superintendent to ensure that said district does in fact comply with such mandates for comparability and equivalency of access for the period of any grant under which such funds are received.

This resolution was moved, seconded, and passed at a meeting of the \_\_\_\_\_ Governing Board on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
President

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

# ADVISORY 883

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

**DDA ©  
FUNDING SOURCES OUTSIDE  
THE SCHOOL SYSTEM**

*Remove per PA 883 - May 2025* (Merged with Policy DD.)

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



# ADVISORY 884

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

**DEC ©  
FUNDING FROM FEDERAL  
TAX SOURCES**

**(Impact Aid Program)**

*Remove per PA 884 - May 2025* (Merged with Policy DD.)

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

# ADVISORY 885

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

**DFA ©**  
**REVENUES FROM INVESTMENTS AND INCOME**

**Investments**

The Board will annually consider and vote on a request to the County Treasurer to authorize investments for the following fiscal year. The Superintendent shall ensure that this question is placed on an agenda for a Board meeting in June of each year.

**School-Owned Real Estate**

Revenues collected from rental or lease of school-owned real estate shall be deposited in the Civic Center fund. Excess rental/lease revenues may be used pursuant to A.R.S. 15-342(29). Monies from the sale of school-owned real estate shall be deposited as provided under state statutes.

**Gate Receipts and Admissions**

Admission receipts from school events shall be adequately controlled. The Superintendent is responsible for the proper collection, supervision, disbursement, and/or remittance of these monies.

Admission to school events for which an admission is charged ordinarily will be by purchased ticket or special pass only. Adequate records will be maintained for accounting purposes.

**School Sales and Services**

***Student Activity Income***

Procedures shall be developed by the Superintendent to ensure compliance of all student activity funds pursuant to A.R.S. 15-1121-1124.

Student activity fund-raisers may not include: raffles; Bingo games; purchasing of classroom items.

Student activity fund-raisers may include: silent auctions; donations to other entities (i.e., Red Cross), with administrative approval.

The principal of each campus shall monitor the financial activities of the student body to ensure that fund-raising complies with District guidelines and is in accordance with the provisions of A.R.S. Title 15.

To comply with District fund-raising guidelines and A.R.S. Title 15, the principal shall monitor all student activity finances.

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

**Advertising Income**

A District advertisement fund shall be established for the deposit of revenues if the District sells advertising.

All revenues collected will be deposited in the Advertisement Fund and accounted for in accordance with the Uniform System of Financial Records. Monies in the Advertising Fund are not subject to reversion.

**Career and Technical Education  
(Vocational Education)**

The governing board of a school district may establish a permanent career and technical education projects fund in an amount of not more than one hundred thousand dollars (\$100,000). The fund consists of proceeds from the sale of items produced or services provided by career and technical education programs. Monies in the fund may be used for any purposes noted in 15-1231.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-342

15-996

15-1024

15-1025

15-1102

15-1105

15-1121 through 1124

15-1231

A.G.O.

I80-099

I82-090

I84-018

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

# ADVISORY 886

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

**DFB ©  
REVENUES FROM SCHOOL - OWNED  
REAL ESTATE**

*Remove per PA 886 - May 2025* (Merged with Policy DFA.)

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

# ADVISORY 887

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



**DFD ©**  
**GATE RECEIPTS AND ADMISSIONS**

*Remove per PA 887 - May 2025* (Merged with Policy DFA.)

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

# ADVISORY 888

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

**DFP ©  
INCOME FROM SCHOOL  
SALES AND SERVICES**

*Remove per PA 888 - May 2025* (Merged with Policy DFA.)

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

# ADVISORY 889

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

**DG ©**  
**BANKING SERVICES AND**  
**AUTHORIZED SIGNATURES**

**Banking Services**

The Board, by majority vote, shall designate one (1) or more banks as depository for the safeguarding of school auxiliary and revolving funds.

Each designated depository shall furnish proper security for such deposits in the amount designated by the Board and in accordance with law.

Each designated depository shall be advised not to cash checks payable to the District but to deposit checks only to the District auxiliary accounts.

**Authorized Signatures**

Authorized signatories for all checking accounts shall be approved by the Board.

On accounts required by statute to have two (2) signatures, the signatories shall be as specified by the statutes.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-321

15-341

15-1122

15-1126

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

# ADVISORY 890

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

**DGA ©  
AUTHORIZED SIGNATURES**

*Remove per PA 890 - May 2025* (Merged with Policy DG.)

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

# ADVISORY 891

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



**DGD ©  
CREDIT CARDS**

**(Credit Cards and/or Procurement Cards)**

**Definition of Credit/  
Procurement Card**

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

**Use of Credit Cards/  
Procurement Cards**

The Governing Board acknowledges that instances may occur when ready payment for goods or services is in the District's best interest. The Superintendent is responsible for the implementation of all aspects of the District credit/procurement card program. The Board authorizes the Superintendent to secure and assign controlled-limit credit/procurement cards to designated personnel. District-assigned credit/procurement cards may not be used for personal expenditures.

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

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

The Board reserves the right to revise or rescind this policy at its sole discretion.

**~~Definition of Credit/  
Procurement Card~~**

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

Adopted: \_\_\_\_\_

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

LEGAL REF.:

A.R.S.

15-342

38-621

38-622

38-623

38-624

38-625

Uniform System of Financial Records

CROSS REF.:

DKC - Expense Authorization/Reimbursement

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

# ADVISORY 892

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

**DI ©  
FISCAL ACCOUNTING AND REPORTING**

The Superintendent shall be ultimately responsible for receiving and properly accounting for all funds of the District.

**Uniform System of Financial Records (USFR)**

The Uniform System of Financial Records developed by the State Department of Education and the Auditor General's Office shall be used to provide for the appropriate separation of accounts and funds.

**Reporting**

The Superintendent shall provide to the Board periodic financial reports showing the financial condition of the District.

The Superintendent shall also be responsible for student accounting and shall report enrollment and attendance as required by the state.

**Accounting System**

Records of all phases of the business operation shall be kept in strict accordance with the Uniform System of Financial Records, other applicable laws, and the policies of the Board.

The District may apply to the State Board of Education (SBE) to assume accounting responsibility, in which case the District shall develop and file an accounting responsibility plan with the Arizona Department of Education (ADE) and the county school superintendent of the county in which the school district is located as specified in A.R.S. 15-914.01.

Before January 1 of the fiscal year preceding the fiscal year of implementation and before applying to assume accounting responsibility the District must apply for evaluation by the Auditor General and by the County Treasurer of the county in which the school district is located, as specified in A.R.S. 15-914.01.

If the SBE approves for the District to assume accounting responsibility, the District must contract with an independent certified public accountant for an annual financial and compliance audit.

Adopted: \_\_\_\_\_

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

LEGAL REF.:

A.R.S.

15-239

15-271

15-272

15-901

15-914.01

Uniform System of Financial Records

CROSS REF.:

DIC - Financial Reports and Statements

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

## **ADVISORY 893**

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

**DIA ©  
ACCOUNTING SYSTEM**

***Remove per PA 893 - May 2025*** (Merged with Policy DI.)

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

# ADVISORY 894

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



**DIB ©**

**TYPES OF FUNDS / REVOLVING AND AUXILIARY FUNDS**

**General Purpose Revolving Fund**

A general purpose revolving fund shall be established, pursuant to A.R.S. 15-1101, at a local bank in the account name of the \_\_\_\_\_ School District No. \_\_\_\_\_. Drafts drawn on the account shall be signed by the employee in charge of the fund or other designated person. The fund shall be managed in the manner prescribed by the Uniform System of Financial Records (USFR).

No revolving fund may be established unless the designated employee in charge is bonded for an amount equal to twice the amount of the fund. The cost of the bond shall be a proper charge against the District.

**Auxiliary Operations Fund**

The auxiliary operations fund shall consist of monies raised with the approval of the Board in pursuance of and in connection with all activities of school bookstores and athletic activities.

Fund monies shall be accounted for in accordance with the requirements of the USFR.

After authorization by the Board, fund monies shall be deposited in a bank account designated as the auxiliary operations fund. Disbursements from the fund shall be authorized by the Board.

Disbursements shall be made by check signed by two (2) employees of the District designated by the Board. Persons authorized by the Board to sign checks shall be bonded, and the cost shall be charged against the fund.

Auxiliary operations fund monies may be invested and reinvested by the Board. All monies earned by investment shall be credited to the auxiliary operations fund.

Adopted: \_\_\_\_\_

**LEGAL REF.:**

A.R.S.

15-1101

15-1124

15-1125

15-1126

15-1154

**CROSS REF.:**

JJF - Student Activities Funds

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

# ADVISORY 895

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

**DIC ©  
FINANCIAL REPORTS  
AND STATEMENTS**

**Financial Reports**

Prior to October 15 of each year, the Superintendent shall present to the Board the annual financial report for the previous fiscal year and the Governing Board shall submit the annual financial report for the previous fiscal year to the Department of Education, which shall prominently display this information about the District on the website maintained by the Department.

The District annual financial report shall be published by November 15 either in a newspaper of general circulation within the District, by electronic submission to the Department of Education for publication on its website, in the official newspaper of the county, or by mailing to each household in the School District. If published electronically as indicated above, a link shall be posted on the School District web site to the state department's website.

**Financial Statements**

The Superintendent shall also ensure that a report of expenditures of public funds and student activity funds is provided to the Board on a monthly basis.

Adopted: \_\_\_\_\_

**LEGAL REF.:**

A.R.S.

15-271

15-302

15-904

15-977

15-991

**CROSS REF.:**

CM - School District Annual Report

DBC-R - Annual Budget: Schedule, Preparation/Planning, Preparation  
Format, and Schedules Posting/Submission

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

# ADVISORY 896

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

**DICA ©  
BUDGET FORMAT**

*Remove per PA 896 - May 2025* (Merged with Policy DB.)

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

# ADVISORY 897

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

**DID ©  
INVENTORIES**

The Superintendent shall establish a program to implement District inventory procedures, which shall include inventory of land, buildings, and equipment as required in the Uniform System of Financial Records (USFR).

The acquisition threshold for capitalizing items and entering them on the ~~general fixed Capital aAssets Listing~~ shall be five thousand dollars (\$5,000) or greater. Items having an acquisition cost greater than one thousand dollars (\$1,000) but less than ~~five thousand dollars (\$5,000)~~ the District's adopted capitalization threshold shall be placed on the ~~sStewardship Listing~~. ~~General fixed Capital~~ assets and stewardship items shall be inventoried as specified by the USFR. The District shall also maintain Equipment Inventory and Supplies inventory lists as specified by the USFR.

Adopted: \_\_\_\_\_

LEGAL REF.:

Uniform System of Financial Records

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

**DID-R ©**

**REGULATION**

**INVENTORIES**

The business manager has responsibility to assist the Superintendent in developing procedures for maintaining District inventories. The District will follow the prescribed minimum internal control policies and procedures provided by the Uniform System of Financial Records to meet compliance requirements for inventories. A copy of the complete inventory shall be on file in the office of the business manager.

**Capital Assets**

A detailed listing of capital assets such as land, buildings, machinery and equipment, vehicles, infrastructure, and easements must be established as prescribed by the Governmental Accounting Standards Board (GASB). Assets, including lands and buildings, and improvements to land and/or existing buildings, having a total acquisition cost of five thousand dollars (\$5,000) or more will be tagged, marked, capitalized and included in the general fixed-assets inventory. To comply with the requirements of GASB Statement number 34, accurate, complete, and up-to-date documentation including, but not limited to, the following shall be maintained:

A. An inventory record registering for each item the:

1. description;
2. year of acquisition;
3. method of acquisition;
4. funding source;
5. cost or estimated cost;
6. salvage value;
7. estimated useful life;
8. function(s) for which the asset is used.

B. A depreciation schedule that:

1. includes all exhaustible capital assets, by type, with examples;
2. excludes non-exhaustible capital assets and construction in process;

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



3. is based on locally-determined estimated useful life, typically in years;
4. projects residual value at the end of useful life;
5. identifies the method used for calculating depreciation;
6. identifies the selected averaging condition, where applicable.

C. A disposal listing of items removed from the inventory, including at minimum the date and method of disposal.

### **Stewardship Inventory**

A stewardship inventory shall also be maintained for all equipment, including vehicles, with a cost of one thousand dollars (\$1,000) or more but less than the capital asset threshold. The inventory must identify each item's description, identification (tag) number, location, and the month and year of acquisition.

### **Other Inventory (less than \$1000)**

For insurance and other purposes, an inventory of items with an acquisition cost of less than one thousand dollars (\$1,000) may be maintained.

### **Physical Inventory**

The District shall conduct a physical inventory of listed equipment:

- A. at least every two (2) years for items:
  1. purchased with federal funds;
  2. with an acquisition cost of five thousand dollars (\$5,000) or more.
- B. at least every three (3) years:
  1. for all capital equipment;
  2. for items on the stewardship list, where such list exists.

Facility administrators shall implement the procedures, maintain lists, and provide reports as requested on the contents of their buildings.

Each administrative unit shall assist in completing an annual inventory of all capital furniture and equipment, library media, and textbooks at its location.

Facility administrators shall require any employee who desires to remove an item from one school or department for use in another to submit a written transfer request form to the business manager. Written approval must be obtained from the business manager prior to the relocation of an item.

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

**Supply Records**

Supply records shall be kept, which will show:

- A. The name of the individual receiving the supplies.
- B. The date received.
- C. The disposition of the supplies.

A perpetual inventory shall be maintained for all supplies warehoused by the District.

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

# ADVISORY 898

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

**DIE ©  
AUDITS / FINANCIAL MONITORING**

The Governing Board directs the Superintendent to implement procedures that assure District compliance with all state and federal requirements for audits and financial monitoring ~~and audits~~. Contingent upon prescribed qualifying criteria, such requirements may include, but are not limited to, procedural reviews by the Office of the Auditor General and the federal Single Audit Act Amendments and Office of Management and Budget (OMB) Compliance Supplement June 2016.

**Necessary Services**

The procurement of the necessary services shall be consistent with the District's policy on bidding and purchasing procedures. Any allocation of costs for the services shall conform to the requirements of the Uniform System of Financial Records (USFR).

**Board Presentation**

A final report of each separate fiscal management review shall be presented to the Board for examination and discussion. After a report has been presented to the Board, it will become a matter of public record, and its distribution will not be limited. Copies of a final report shall be filed with appropriate state and other authorities.

The Governing Board shall publicly accept all audits and compliance questionnaires by roll call vote.

**Posting**

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-213

15-239

15-914

15-2111

41-1279.03

41-1279.04

41-1279.05

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41-1279.07

41-1279.21

41-1279.22

A.A.C.

R7-2-902

USFR - Audit Requirements

2 CFR Part 200 Appendix XI, Compliance Supplement

CROSS REF.:

DB - Annual Budget: Schedule, Preparation/Planning, Format,  
and Posting/Submission

~~DICA - Budget Format~~

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

**DIE-R ©**

REGULATION

**AUDITS / FINANCIAL MONITORING**

Each program, instructional unit, and department shall prepare and maintain such financial records as are directed by the Superintendent. The documents shall be accurate and of essential sufficiency to enable the District to comply with all requirements for financial monitoring and audits, both internal and external.

**Requirements for Proper Management**

In addition to special reviews that may be conducted as necessary, the District will comply with the following minimum requirements to demonstrate proper management of and accountability for its fiscal resources:

A. Whenever the District's expenditure of federal financial assistance is less than ~~five~~ seven hundred thousand dollars (~~\$5700,000~~) during a fiscal year, the District shall be subject to a procedural review conducted by the Office of the Auditor General at times determined by the Auditor General, subject to the following provisions:

1. Districts that have adopted a Maintenance and Operations Fund (M&O) budget of two million dollars (\$2,000,000) or more shall contract with an independent certified public accountant to conduct an annual financial statement audit in accordance with generally accepted governmental auditing standards.
2. Districts that have adopted a Maintenance and Operations Fund (M&O) budget between seven hundred thousand dollars (\$700,000) and two million dollars (\$2,000,000) shall contract with an independent certified public accountant to conduct a biennial financial statement audit in accordance with generally accepted governmental auditing standards.

B. Whenever the District's combined expenditure from all sources of federal financial assistance is ~~five~~ seven hundred and fifty thousand dollars (~~\$5750,000~~) or more during a fiscal year, the District shall contract with an approved independent auditor to conduct an annual financial audit. The audit shall be performed in accordance with generally accepted auditing standards in compliance with the requirements of the federal Single Audit Act Amendments of 2003 and any implementing regulations of the Office of Management and Budget (OMB).

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

To the extent permitted by federal law, the District:

A. may convert to a biennial audit schedule when the previous annual audit contained no significant negative findings, defined as the District having received a letter of noncompliance issued by the auditor general;

B. shall convert back to an annual audit whenever an audit produces significant negative findings;

C. may convert back to a biennial audit schedule when the two (2) previous audits have not contained any significant negative findings.

The Superintendent shall be promptly informed of any material deficiency that is discovered during a monitoring or auditing process.

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

# ADVISORY 899

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



**DJ ©**  
**PURCHASING ETHICS**  
**(~~Purchasing Ethics Policy~~)**

**Governing Board**

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

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

**Personal Gift or Benefit**

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

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

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

## **Definitions**

For the purpose of this policy, a *gift or benefit* means a payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property, or any kind of tangible personal or real property. A gift or benefit does not include an item of nominal value such as a greeting card, t-shirt, mug or pen. A *gift or benefit* does not include food or beverage, or expenses or sponsorships related to a special event or function related to which individuals ~~identified in this policy, nor does this include an item of nominal value such as a greeting card, T-shirt, mug or pen.~~ involved in procurement and purchasing are invited.

## **Reprisals**

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

Adopted: <-- z2AdoptionDate -->

### LEGAL REF.:

A.R.S.

15-213

15-323

15-341

15-342

38-501 - 38-511

38-503

38-504

A.A.C.

R7-2-1001 - R7-2-1003

R7-2-1308

Article IX, section 7, Constitution of Arizona (~~laws pertaining to travel and subsistence, gifts, grants, including federal grants, or devises~~)

Policies adopted by the Department of Education

### CROSS REF.:

DJE - Bidding/Purchasing Procedures

GBEAA - Staff Conflict of Interest

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

# ADVISORY 900

*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, including A.R.S. 38-503(C). The Superintendent shall establish ~~Administrative regulations shall be established to~~ ensure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. (2 C.F.R. 200.321).

**~~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.

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

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

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

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

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

### ***Online Bidding***

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

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

### **Purchasing**

#### ***Purchases from District Employees***

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

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### **Purchases from District Board Members**

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

### **Purchases Requiring Bidding**

For transactions of at least ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,00), written price quotations will be requested from at least three (3) vendors. If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

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

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

### **Purchases Not Requiring Bidding**

Except as otherwise provided above, purchases of less than ten 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.

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

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

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. 11-952 are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. 15-213 (A.A.C. R7-2-1002(C)(2)).

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.

## **Contract Requirements**

### **Contract Duration**

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

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

### **Requirement: Registered Sex Offender Prohibition**

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

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

Adopted: \_\_\_\_\_

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



LEGAL REF.:

A.R.S.

11-952

15-213

15-213.01

15-213.02

15-239

15-323

15-342

15-382

15-765

15-910.02

23-214

34-101 *et seq.*

35-391 *et seq.*

35-393 *et seq.*

38-503

38-511

39-121

41-2632

41-2636

41-4401

A.A.C.

R7-2-1001 *et seq.*

R7-2-1023

R7-2-1029

A.G.O.

I83-136

I87-035

I06-002

Uniform System of Financial Records: VI-G-8 *et seq.*

2 C.F.R. 200.~~214~~

2 C.F.R. 200.321

CROSS REF.:

BCB - Board Member Conflict of Interest

DJ – Purchasing Ethics

DJG - Vendor/Contractor Relations and Sales Calls Requirements

GBEAA - Staff Conflict of Interest

JLIF - Sex Offender Notification

**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, 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 R7-2-1195. District purchases shall also be in accordance with 2 CFR 200-~~214~~ (Code of Federal Regulations Title 2).

**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.

**Preparations of Specifications**

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules R7-2-1010 through 1017.

**Procurement of Services**

***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 and Arizona Administrative Code Title 7, Chapter 2, Parts XIV and XV. 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.

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**Procurement of Services by Certain Other Classes of Providers**

Except as authorized pursuant to R7-2-1002, R7-2-1053, or R7-2-1055, 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. Except as authorized in R7-2-1033, R7-2-1053, R7-2-1055, and R7-2-1122, 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 through R7-2-1123. Procurement procedures related to purchasing services from the professional providers are to conform to R7-2-1119 through R7-2-1122.

**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 R7-2-1100 through R7-2-1115.

**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 determination of the basis for the sole-source procurement and any cost or pricing data 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.

**Due Diligence**

The District is responsible for ensuring that all procurements are done in accordance with applicable law and school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The appropriate amount and complexity of due diligence to be performed by a district will vary based on the procuring entity with which the district is participating. A.R.S. 15-213(F) requires school districts and school purchasing cooperatives, in connection with any audit conducted by a certified public accountant, to have a systematic review of purchasing practices. The Office of the Auditor General has prescribed the guidelines for performing these reviews as part of the Procurement Compliance Questionnaire for cooperatives and the Expenditures section of the USFR Compliance Questionnaire for districts.

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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 procurement 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.

### **Contract Requirements**

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out in R7-2-1072 through R7-2-1087 and the accompanying conditions described in R7-2-1092 through R7-2-1093, as applicable.

### **Quotations**

#### ***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.

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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.~~

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

### ~~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:~~

~~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.~~

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~~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**

### ***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.

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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.

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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.

**Bid Call for Construction Projects**

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.

**Sealed Bids**

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.

**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;

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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 pre-technical offer conference with bidders as provided  
in R7-2-1136(C).

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

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

### **Restrictions**

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;~~

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

~~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 R7-2-1032.

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).

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

## **~~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.~~

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

## Awards

### **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 and the request for proposals shall include the criteria the School District will use for selecting vendors for each contract under the multiple award, including as applicable, whether contracts will be awarded by individual line items, groups of line items, or categories, whether contracts will be awarded incrementally, and whether contracts will be awarded by designated regions or locations.

A multiple award to more than one (1) vendor should be made only when the District has determined in writing that a multiple award is necessary and advantageous to the District. Before making the award, the District shall establish procedures for the use of the multiple awarded contracts to ensure that purchases are made from the contracts determined by the School District to offer the lowest cost in satisfying the School District's requirements. The award shall also be limited to the least number of suppliers necessary to meet the District's requirements.

## Purchasing

### **Cumulative and Like Item Purchases**

An analysis shall be performed annually to determine the extent of the District's 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.

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**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, proposals, or quotes;
- 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.

Contracts for materials or services and contracts for job-order-contracting construction services may be entered into for more than 5 years if, before the procurement solicitation is issued, the governing board determines in writing that a contract of longer duration would be advantageous to the district. Payment and performance obligations for succeeding fiscal years are subject to the availability and appropriation of monies.

**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:

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; and
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. Secure and maintain written affirmation that the vendor will honor the pricing for the multi-year period;

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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.

### **Cooperative Purchasing Agreements**

Procurements in accordance with intergovernmental agreements and contracts between the District and other governmental entities as authorized by Arizona Revised Statute are exempt from competitive bidding requirements pursuant to A.A.C. R7-2-1002(C)(2). Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

### **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.~~

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## **~~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 CFR § 200.214 (Code of Federal Regulations Title 2). This verification can be done by accessing [www.sam.gov/sam/](http://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.

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# ADVISORY 901

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

**DJG ©**  
**VENDOR / CONTRACTOR RELATIONS AND**  
**SALES CALLS REQUIREMENTS**

**Fingerprinting Requirements**

A contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 *et seq.* The Superintendent, or a principal subject to approval by the Superintendent, may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or principal has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption shall be given in writing and a copy filed in the District office.

The Superintendent shall develop uniform District criterion for making a determination of whether or not an exemption will be granted.

**Required Contract Provisions**

Each District contract shall contain the provisions of statute paraphrased below and the Superintendent shall implement procedures to randomly verify the records of contractor and subcontractor employees to ensure compliance with these warranties.

The contract or agreement with each contractor shall contain the warranties indicated below:

A. Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

B. The contractor further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

The contractor shall facilitate this right by notice to his employees and supervisors.

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**Sales Calls and Demonstrations**  
**Requirements**

Sales representatives for school services, supplies, or other materials are not permitted to call on teachers or other school staff members except with prior authorization from the Superintendent.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-341

15-342

15-512

23-214

41-1758 *et seq.*

41-4401

A.A.C.

R7-2-1001

R7-2-1003

R7-2-1004

R7-2-1010

Public Law 92-544

CROSS REF.:

DBF - ~~Budget Hearings and Reviews/Adoption Process, Adoption~~  
and Implementation

DIC - Financial Reports and Statements

DJE - Bidding/Purchasing Procedures

**DJG-R ©**

REGULATION

**VENDOR / CONTRACTOR RELATIONS AND  
SALES CALLS REQUIREMENTS**

**Request for Records**

~~A District appointed contract liaison shall at random times request contractor and subcontractor employment records.~~ Intermittently and without prior notice, the District appointed liaison to each contractor shall request from the individual contractor and subcontractor employees the information required on the I-9 form. Such information shall be used to verify the employee's right to work status and the contractor and subcontractor compliance with contract warranties. A report of the result of this inquiry shall be made to the Superintendent.

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

# ADVISORY 902

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

~~DJGA ©  
SALES CALLS AND DEMONSTRATIONS~~

*Remove per PA 902 - May 2025* (Merged with Policy DJG.)

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

~~DJGAR ©~~

~~REGULATION~~

~~SALES CALLS AND DEMONSTRATIONS~~

*Remove per PA 902 - May 2025*

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



# ADVISORY 903

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

**DK ©**  
**PAYMENT AND PAYROLL PROCEDURES**

**Payment Procedures**

In order to receive appropriate discounts and maintain good vendor relations, the Board directs the prompt payment of salaries and bills, but only after due care has been taken to assure that such amounts represent proper obligations of the District for services and/or materials received.

The Superintendent will implement procedures for the review of purchase ~~invoices~~ orders to determine that items or services are among those budgeted, itemized goods or services have been satisfactorily supplied, funds are available to cover payment, and invoices are in order and for the contracted amounts.

**Payroll Procedures**

The District will establish two (2) or more days in each month, not more than sixteen (16) days apart, as fixed paydays for payment of wages in accord with Arizona Statute. Employees may choose to have their salaries paid in full upon the last pay date following completion of their assignments or may annualize their pay.

An employee who quits the service of the District shall be paid all wages due on the regular payday for the pay period during which termination occurs. Such wages may be paid by mail if requested.

Notwithstanding A.R.S. 23-351 and 23-353, an employee who is discharged from service of the District shall be paid all wages due within ten (10) calendar days from the date of discharge [A.R.S. 15-502].

Adopted: \_\_\_\_\_

**LEGAL REF.:**

A.R.S.

15-304

15-321

15-502

15-906

23-351

23-353

**CROSS REF.:**

GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members

GDQD - Discipline, Suspension, and Dismissal of Support Staff Members

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

**DK-EA ©**

EXHIBIT

**PAYMENT AND PAYROLL PROCEDURES**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
WARRANTS BETWEEN BOARD MEETINGS**

WHEREAS, A.R.S. 15-321 sets forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statute provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, that said statutory procedure be, and herein is, ordered for use in the District in accordance with the provisions of A.R.S. 15-321.

This resolution was moved, seconded, and passed at a meeting of the \_\_\_\_\_ Governing Board on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
President

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

**DK-EB ©**

**EXHIBIT**

**PAYMENT AND PAYROLL PROCEDURES**

**DEFERRED WAGE PAYMENT ELECTION FORM**

By my signature I hereby acknowledge that I have read and understand the School District's policy on deferred/annualized wages. Furthermore, by my signature on this form I am electing to defer payment of my wages on an annualized basis consisting of twenty-six (26) payments. I understand that any change from an annualized election of payment requires that I notify the District prior to the beginning of duty for the fiscal year in which the change is being given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

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

# ADVISORY 904

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

~~DKA ©  
PAYROLL PROCEDURES / SCHEDULES~~

*Remove per PA 904 - May 2025* (Merged with Policy DK)

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

~~DKA-E ©~~

EXHIBIT

~~PAYROLL PROCEDURES / SCHEDULES~~

~~DEFERRED WAGE PAYMENT ELECTION FORM~~

*Remove per PA 904 - May 2025 (Moved to Policy DK-EB.)*

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

# ADVISORY 905

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



**DN ©  
SCHOOL PROPERTIES DISPOSITION**

**Sale or Lease of Property**

The Board may sell or lease to the state, a county, a city, another school district or a tribal government agency any school property required for public purpose provided the sale or lease of the property will not affect the normal operation of a school within the District and the District is in compliance with Policy FCB, Retirement of Facilities, and A.R.S. 15-342.

**Disposition of Surplus Materials**

The School District shall determine the fair market value of excess and surplus property. Except as provided in A.R.S. 15-342, surplus materials, regardless of value, shall be offered through competitive sealed bids, public auction, established markets, trade-in, posted prices, or state surplus property. If unusual circumstances render the above methods impractical, the District may employ other disposition methods, including appraisal or barter, provided the District makes a determination that such procedure is advantageous to the District. Only United States Postal Money Orders, certified checks, cashier's checks, or cash shall be accepted for sales of surplus property unless otherwise approved by the District or for sales of less than one hundred dollars (\$100).

**Exceptions for Disposition of Learning Materials and Equipment**

The Board authorizes the Superintendent to establish regulations for the disposal of surplus or outdated learning materials to nonprofit community organizations when it has been determined that the cost of selling such materials equals or exceeds estimated market value of the learning materials.

The Board may sell used equipment to a charter school or private school before attempting to sell or dispose of the equipment by other means.

**~~Competitive Sealed Bidding~~**

~~Notice of the sale bids shall be publicly available from the District at least ten (10) days before the date set for opening bids. Notice of the sale bids shall be mailed to prospective bidders, including those on lists maintained by the District pursuant to A.A.C. R7-2-1023. The notice of the sale bids shall list the materials offered for sale; their location; availability for inspection; the terms and conditions of sale; and instructions to bidders, including the place, date, and time set for bid opening. Bids shall be opened publicly pursuant to the requirements of A.A.C. R7-2-1029.~~

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

~~The award shall be made, in accordance with the provisions of the notice of the sale bids, to the highest responsive and responsible bidder, provided that the price offered by such bidder is acceptable to the District. If the District determines that the bid is not advantageous to the District, the District may reject the bids in whole or in part and may resolicit bids, or the District may negotiate the sale, provided that the negotiated sale price is higher than the highest responsive and responsible bidder's price.~~

### **Auctions**

Auctions shall be advertised at least two (2) times prior to the auction date in a newspaper of the county as defined in A.R.S. 11-255. Advertisements must be at least seven (7) days apart. All of the terms and conditions of any sale shall be available to the public at least twenty-four (24) hours prior to the auction date.

Before surplus materials are disposed of by trade-in to a vendor for credit on an acquisition, the District shall approve such disposal. The District shall base this determination on whether the trade-in value is expected to exceed the value realized through the sale or other disposition of such materials.

An employee of the District or a Governing Board member shall not directly or indirectly purchase or agree with another person to purchase surplus property if said employee or Board member is, or has been, directly or indirectly involved in the purchase, disposal, maintenance, or preparation for sale of the surplus material.

### **State Surplus Property Manager**

Except as provided in A.R.S. 15-342, the District may enter into an agreement with the State Surplus Property Manager for the disposition of property pursuant to Article 8 of the Arizona Procurement Code [A.R.S. 41-2601 et seq.] and the rules promulgated thereunder.

### **Donation of Surplus**

The Board may donate surplus or outdated learning materials, educational equipment and furnishings to nonprofit community organizations where the Board determines the anticipated cost of selling the learning materials, educational equipment or furnishings equals or exceeds the estimated market value of the materials.

### **Offer to Sell**

The Board may offer to sell outdated learning materials, educational equipment or furnishings at a posted price commensurate with the value of the item to pupils who are currently enrolled in the District before those materials are offered for public sale.

Adopted: \_\_\_\_\_

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

LEGAL REF.:

A.R.S.

15-341

15-342

15-727

15-729

A.A.C.

R7-2-1131

A.G.O.

I80-036

I80-189

U.S.F.R. Sec. III-J-5(10); App. B(6)

CROSS REF.:

BCB - Board Member Conflict of Interest

FCB - Retirement of Facilities

GBEAA - Staff Conflict of Interest

IJJ - Textbook/Supplementary Materials Selection and Adoption

*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 SERVICES

## ADVISORY

Volume 37, Number 6

May 2025

Policy Advisory No. 906 .....Policy IJNDB — Use of Technology Resources  
in Instruction  
Regulation IJNDB-R — Use of Technology Resources  
in Instruction

Policy Advisory No. 907 .....Policy JLF — Reporting Child Abuse /  
Child Protection

Policy Advisory No. 908 ..... Policy JR — Student Records  
Regulation JR-R — Student Records

### Summary

The following Policy Advisories are derived from enactments of the 57<sup>th</sup> Legislature, First Regular Session, 2025. Although the current legislative session has not adjourned, the recently signed bills have implications on planning for school operations. New legislative impacts include updates for mandatory reporting, wireless communication devices and internet access, and expanded parental notice and authorization for school directory information.

### Policy Advisory Discussion

**Policy Advisory No. 906**                                **Policy IJNDB — Use of Technology  
Resources in Instruction**  
**Regulation IJNDB-R — Use of Technology  
Resources in Instruction**

House Bill 2484 added A.R.S. 15-120.05 relating to student access to the internet, student use of wireless communication devices, policies and procedures, annual notice, and definitions for public schools. Policy IJNDB and Regulation IJNDB-R incorporate the new mandates, and headings were added to improve clarity. The regulation also includes an optional section for additional district-specific requirements.

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**Policy Advisory No. 907**

**Policy JLF — Reporting Child Abuse /  
Child Protection**

Senate Bill 1437 amends A.R.S. 13-3620 and A.R.S. 15-514 relating to mandatory reporting. Although Policy JLF already requires Board Members to report conduct involving minors subject to mandatory reporting under A.R.S. 13-3620, additional language has been included to ensure alignment with SB1437. Definitions and headings were added to improve clarity.

**Policy Advisory No. 908**

**Policy JR — Student Records  
Regulation JR-R — Student Records**

House Bill 2514 amends A.R.S. 15-102 and A.R.S. 15-142 relating to parental involvement in schools and student directory information. Policy JR and Regulation JR-R have been updated to ensure compliance with the new requirements. Subheadings were added to the regulation to support clarity and organization.



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.**

# ADVISORY 906

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

**IJNDB ©  
USE OF TECHNOLOGY RESOURCES  
IN INSTRUCTION**

**Appropriate Use of Electronic  
Information Services**

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, cloud-based systems, and any computer-accessible source of information, whether from hard drives or other electronic sources. The use of the services shall be in support of education, research, and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary and/or legal action.

The Superintendent shall determine steps, including the use of an Internet filtering mechanism, that must be taken to promote the safety and security of the use of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

**Inappropriate Use of Electronic  
Information Services**

As required by the Children's Internet Protection Act and A.R.S. 15-120.05, the prevention of inappropriate network usage includes unauthorized access, including "hacking," and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors; and student use of wireless communication devices.

It is the policy of the Board to:

A. prevent user access over the District's computer network, or transmissions of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

B. Limit the use of wireless communication devices and access to social media networks by students during the school day;

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

~~B.~~ C. prevent unauthorized access and other unlawful online activity;

~~C.~~ D. prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and

~~D.~~ E. comply with the Children's Internet Protection Act [P.L. No. 106-554 and 47 U.S.C. 254(h)] and A.R.S. 15-120.05.

Each user will be required to sign an EIS user's agreement. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information retrieved via EIS, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties.

### **Generative Artificial Intelligence Programs**

The proper use of Artificial Intelligence (AI) programs can be effective at enhancing student learning and can prepare students with the competencies and knowledge needed in the digital age. Its use should also be guided by responsible and ethical considerations, including mitigating bias, promoting transparency, and providing AI benefits to all students. Use of AI programs in the classroom should be approved by the site administrator or Superintendent, and teachers' instructions and expectations should guide the classroom use of AI. Teachers should include relevant lessons on correct and responsible use of AI, and students should be taught standards regarding plagiarism and source citation and should use these guidelines if AI is used for a school assignment. AI use should be guided and monitored by teachers and/or administrators and should align with the District's guidelines and policies, including any relevant student rules/responsibilities. AI resources should be available to all students, including those with disabilities and English language learners. Use of an AI system should comply with the Family Educational Rights and Privacy Act (FERPA) and should support data privacy and security.

### **Filtering and Internet Safety**

As required by the Children's Internet Protection Act, the District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of students.

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Limits, controls, and prohibitions shall be placed on student:

- A. Access to inappropriate matter.
- B. Safety and security in direct electronic communications.
- C. Unauthorized online access or activities.
- D. Unauthorized disclosure, use and dissemination of personal information.

### **Education, Supervision and Monitoring**

It shall be the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures. Further, it shall be the responsibility of all employees, to the extent prudent to an individual's assignment to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, ~~and~~ the Protecting Children in the 21st Century Act, and A.R.S. 15-120.05.

The Superintendent shall provide for appropriate training for District employees and for students who use the District's computer network and have access to the Internet. Training provided shall be designed to promote the District's commitment to:

- A. the standards and acceptable use of the District's network and Internet services as set forth in District policy;
- B. student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social ~~networking Web sites~~ media platforms, online opportunities and chat rooms; and cyberbullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act. Teachers are allowed to give students access to social media platforms to the extent necessary for educational purposes.

### **Wireless Communication Devices**

Districts shall limit student use of wireless communication devices during the school day except if any of the following apply:

- A. for educational purposes, as directed by the student's teacher.

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

B. during an emergency.

C. The student needs the student's wireless communication device because the student has a medical condition.

Procedures shall include guidelines for a student's parent to contact the student during the school day and for a student to contact the student's parent during the school day.

While training will be subsequently provided to employees under this policy, the requirements of the policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the accompanying regulation, regardless of whether training has been given.

The Superintendent is responsible for the implementation of this policy and for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.

### **Parent Notification**

At the beginning of each school year, parents, teachers and students will be notified of the policies regarding the use of technology and the Internet while at school. The District shall provide to parents, teachers and students a copy of the adopted policies and notify the parents, teachers and students of any changes to the policy.

Parents will also be notified of their ability to prohibit the student from the use of technology and the Internet while at school in which covered information may be shared with an operator pursuant to A.R.S. 15-1046. This does not apply to software or technology that is used for the daily operations or administration of a local education agency or Arizona Online instruction programs authorized pursuant to A.R.S. 15-808.

### **Definitions:**

A. "School day" means periods of time when students are at school, including meals, passing periods and recess.

B. "Social media platform" means a website, computer application or other digital platform that is used for social networking and creating or exchanging virtual content.

C. "Wireless communication devices" includes personal devices and devices that are provided by the school.

Adopted: \_\_\_\_\_

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LEGAL REF.:

A.R.S.

13-2316

13-3506.01

13-3509

15-120.05

15-341

15-808

15-1046

34-501

34-502

20 U.S.C. 1232g, the Family Educational Rights and Privacy Act

20 U.S.C. 1232h, the Protection of Pupil Rights Amendment

20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act

20 U.S.C. 6301 *et seq.*, Every Student Succeeds Act of 2015

20 U.S.C. 9134, The Children's Internet Protection Act

47 U.S.C. 254, Communications Act of 1934 (The Children's  
Internet Protection Act)

16 CFR Part 312, Children's Online Privacy Protection Rule (COPPA)

IJNDB-R ©

REGULATION

**USE OF TECHNOLOGY RESOURCES  
IN INSTRUCTION**

**(Safety and use of Electronic  
Information Services)**

Use of the electronic information services (EIS) requires that the use of the resources be in accordance with the following guidelines and support the education, research, and educational goals of the District. Filtering, monitoring, and access controls shall be established to:

A. Limit access by minors to inappropriate matter on the Internet and World Wide Web.

B. Limit the use of wireless communication devices by students during the school day.

~~B. C.~~ Monitor the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.

~~C. D.~~ Monitor for unauthorized access, including so-called "hacking," and other unlawful activities by minors online.

~~D. E.~~ Restrict access by minors to materials harmful to minors.

**Content Filtering**

A content filtering program or similar technology shall be used on the networked electronic information services (EIS) as well as on standalone computers capable of District authorized access to the Internet. The technology shall at a minimum limit access to obscene, profane, sexually oriented, harmful, or illegal materials. Should a District adult employee have a legitimate need to obtain information from an access-limited site, the Superintendent may authorize, on a limited basis, access for the necessary purpose specified by the employee's request to be granted access.

**Education, Supervision, and  
Monitoring**

It is the responsibility of all District employees to be knowledgeable of the Board's policy and administrative regulations and procedures related to the use of technology resources. Employees are further responsible, to the extent prudent to an individual's assignment, to educate, supervise, and monitor student use of the District's online computer network. District, department, and school administrators shall provide employees with appropriate in-servicing and assist employees with the implementation of Policy IJNDB.

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As a means of providing safety and security in direct electronic communications and to prevent abuses to the appropriate use of electronic equipment, all computer access to the Internet through the District electronic information services (EIS) or standalone connection shall be monitored periodically or randomly through in-use monitoring or review of usage logs.

### **Access Control**

Individual access to the EIS shall be by authorization only. Designated personnel may provide authorization to students and staff who have completed and returned an electronic information services user agreement. The Superintendent may give authorization to other persons to use the EIS.

### **Acceptable Use**

Each user of the EIS shall:

- A. Use the EIS to support personal educational objectives consistent with the educational goals and objectives of the School District.
- B. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
- C. Abide by all copyright and trademark laws and regulations.
- D. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- E. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school employed persons.
- F. Not use the network in any way that would disrupt the use of the network by others.
- G. Not use the EIS for commercial purposes.
- H. Follow the District's code of conduct.
- I. Not attempt to harm, modify, add, or destroy software or hardware nor interfere with system security.
- J. Understand that inappropriate use may result in cancellation of permission to use the electronic information services (EIS) and appropriate disciplinary action up to and including expulsion for students.

In addition, acceptable use for District employees is extended to include requirements to:

- A. Maintain supervision of students using the EIS.
- B. Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- C. Take responsibility for assigned personal and District accounts, including password protection.
- D. Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and District accounts and files by unauthorized persons.
- E. Pursuant to A.R.S. 15-120.05, teachers may grant access to social media networks for educational purposes.

Each user will be required to sign an EIS user agreement. A user who violates the provisions of the agreement will be denied access to the information services and may be subject to disciplinary action. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences.

Details of the user agreement shall be discussed with each potential user of the electronic information services. When the signed agreement is returned to the school, the user may be permitted use of EIS resources through school equipment.

### **Wireless Communication Device Guidelines**

Students must follow all District rules and procedures for the use of wireless communication devices.

### **Acceptable Use**

Students may use wireless communication devices:

- A. for educational purposes, as directed by the student's teacher
- B. during an emergency; and/or as needed for a medical condition.
- C. With permission from a teacher or staff member, a student may contact their parent/legal guardian using the student's cellular telephone.

**Insert optional District language here regarding additional District-level requirements.**

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# ADVISORY 907

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**JLF ©**  
**REPORTING CHILD ABUSE /**  
**CHILD PROTECTION**

**Mandatory Reporting**

Any school personnel, including substitute teachers and any member of a school district governing board or charter school governing body, or any other person who has responsibility for the care or treatment of a minor and who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Department of Child Safety (DCS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately either electronically or by telephone. A report to a school resource officer or a school safety officer does not satisfy the reporting requirements of A.R.S. 13-3620.

When a report is received by a school resource officer or school safety officer, the officer shall immediately notify a law enforcement agency in the appropriate jurisdiction and shall submit to the local law enforcement agency all information relating to the report for the purposes of the law enforcement agency investigating the reported conduct.

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will *require the person making the report (reporting source) to provide contact information*. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All *emergency situations* where a child faces an immediate risk of abuse or neglect that could result in serious harm *must* still be reported by calling 911 or 1-888-SOS-CHILD (1-888-767-2445). If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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Any concerns for the safety of a child due to abuse, neglect or abandonment, *must be reported*, by:

Calling 1-888-SOS-CHILD (1-888-767-2445),

TDD: 602-530-1831 (1-800-530-1831), or

Submitting *non-emergency* concerns via the Online Reporting Service at <https://dcs.az.gov/about/contacts>.

Pursuant to A.R.S. 13-3620, such reports shall contain, if known:

- A. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- B. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- C. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

### **Interviewing Requirements**

A student who is identified as a potential victim of a reportable offense may be interviewed only as provided by the local county protocol that is adopted pursuant to A.R.S. 8-817. This does not prevent a school safety officer or a school resource officer from either:

- A. receiving a voluntary report of a reportable offense from a student who is an alleged victim.
- B. asking a student minimal follow-up questions that are necessary and authorized by the county protocol.

### **Reporting Not Required**

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

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A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

### **Failure to Report**

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a Class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a Class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any person who is employed as the immediate or next higher-level supervisor to or administrator of a person who is statutorily required to report is not required to report if the supervisor or administrator reasonably believes that the report has been made by the person who is required to report.

Any school employee who has orally reported to DCS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.

### **Posting Requirements**

Each school that is operated by a school district and each charter school shall post in a clearly visible location in a public area of the school that is readily accessible to students a sign that contains all of the following:

- A. In boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children that is established pursuant to A.R.S. 8-455.
- B. Instructions to call 911 for emergencies.
- C. Directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect and the exploitation of children.

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**Definitions**

School Safety Officer: a peace officer who is working in an off-duty capacity at a school. [A.R.S. 15-514]

School Resource Officer: A peace officer or a full-authority reserve peace officer who is certified by the Arizona Peace Officer Standards and Training Board (AZPOST). [A.R.S. 15-154]

Peace Officer: “Peace officers” means sheriffs of counties, constables, marshals, policemen of cities and towns, commissioned personnel of the department of public safety, personnel who are employed by the state department of corrections and the department of juvenile corrections and who have received a certificate from the Arizona Peace Officer Standards and Training Board (AZPOST). [A.R.S. 1-215]

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

1-215

8-201

13-1404 *et seq.*

13-1410

13-3019

13-3212

13-3506

13-3506.01

13-3552

13-3553

13-3608

13-3619

13-3620

13-3623

15-154

15-160.01

15-514

46-451

46-454

CROSS REF.:

GBEB - Staff Conduct

GBEBB - Staff Conduct With Students

JKA - Corporal Punishment

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# ADVISORY 908

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**JR ©  
STUDENT RECORDS**

Required student records (regular and special education) will be prepared in a manner consistent with state and federal laws, the requirements of the Arizona Uniform System of Financial Records (USFR) and those of the Arizona Department of Libraries, Archives and Public Records. Retention periods and disposition of records shall be as specified in the USFR, the Arizona Department of Library Archives and Public Records and relevant federal statutes and regulations.

The District will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), and the Every Student Succeeds Act of 2015 (ESSA) in the establishment, maintenance, correction, and disposition of student records.

The Board directs the Superintendent to establish procedures for such compliance, including informing parents, students, and the public of the contents. The Superintendent will implement procedures as required by law and will establish procedures for dealing with violations.

If a parent or eligible student believes that the District is violating the FERPA, that person has a right to file a complaint with the U.S. Department of Education. The address is:

The Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605  
Telephone number: (202) 260-3887

In adopting this policy, it is the intent of the Board that the policy and related procedures be implemented immediately. Copies of the policy and procedures will be available for parent and eligible student review in the District office.

**Confidentiality**

The right to inspect and review education records and the release of or access to such records, other information, or instructional materials will be consistent with federal law in the Family Educational Rights and Privacy Act, Title 20, United States Code, sections 1232g and 1232h, the USA PATRIOT ACT, ESSA and with federal regulations issued pursuant to such act.

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## Annual Notification

Within the first three (3) weeks of each school year, the District will publish in a District communication a notice to parents and eligible students of their rights under the FERPA and this procedure. This notice will also be provided to each parent of new students enrolling after school begins [34 C.F.R. 99.7]. The District will arrange to provide translation of the notice to non-English-speaking parents in their native language or mode of communication [34 C.F.R. 300.9]. The notice shall inform the parents of:

- A. The right of the parent or an eligible student to inspect and review the student's education records.
- B. The intent of the District to limit the disclosure of personally identifiable information contained in a student's education records, including disciplinary records, except by the prior written consent of the parent or eligible student or under certain limited circumstances as permitted by the FERPA, the USA PATRIOT Act or the ESSA.
- C. The right of the parent or eligible student to seek to correct parts of the school education records that the student or the parent believes to be inaccurate, misleading, or in violation of student rights. This right includes the right to a hearing to present evidence that the record should be changed if the District decides not to alter it according to the parent's or eligible student's request.
- D. The right of the parent or eligible student to file a complaint with the U.S. Department of Education if they believe the District has violated the FERPA.

Parents and eligible students have the following rights under the Family Educational Rights and Privacy Act (FERPA) and this procedure [34 C.F.R. 99.7 and 300.613]. The notice shall also include:

- A. The procedure for exercising the right to inspect and review education records.
- B. The procedure for requesting amendments of education records that the parent or eligible student believe to be inaccurate, misleading or otherwise a violation of the student's privacy rights.
- C. The conditions when prior consent is not required, the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

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**Directory Information:**

A. Except as provided in subsection B of A.R.S. 15-142, a school may only disclose directory information relating to students, in accordance with state and federal law, if the school first notifies the parent or eligible student of all of the following:

1. The types of information that the school has designated as directory information.
2. The right of the parent or eligible student to refuse the school's designation of any or all of the types of information about the student as directory information.
3. The period of time within which a parent or eligible student must notify the school in writing that the parent or eligible student does not want any or all of the types of information about the student designated as directory information.

B. Except as required by state or federal law, a school may not disclose the address, telephone number or e-mail address of a student unless either:

1. The parent or eligible student has affirmatively consented in writing to the disclosure; or
2. The parent or eligible student has not opted out of the disclosure pursuant to subsection A of A.R.S. 15-142 and the disclosure is either:
  - a. To one (1) or more students who are enrolled in the school and for educational purposes; or
  - b. To school employees and for school business purposes.

If the School District ~~permits~~ allows the release of directory information relating to ~~pupils~~ students, subject to subsections A and B of A.R.S. 15-142, the information shall be released on or before October 31 of each year.

The Superintendent shall develop procedures to communicate to students and their parents ~~in a timely manner~~ information relating to access to the Arizona Department of Education form which is designed to allow ~~pupils~~ parents and eligible students to request that directory information not be released pursuant to the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act of 2015 (ESSA).

**Definition**

For the purposes of this section, "eligible student" means a student who is at least eighteen (18) years of age or is emancipated.

Adopted: \_\_\_\_\_

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LEGAL REF.:

A.R.S.

15-141

15-142

15-828

15-829

25-403.06

44-1373

10 U.S.C. 503

20 U.S.C. 1232

20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act

20 U.S.C. 6301 *et seq.*, Every Student Succeeds Act of 2015

20 U.S.C. 7908

34 C.F.R. 300

CROSS REF.:

IHB - Special Instructional Programs

JF - Student Admissions

JFAB - Admission of Nonresident Students

JLH - Missing Students

JRCA - Request for Transfer of Records



**JR-R ©**

REGULATION

**STUDENT RECORDS**

This ~~procedure~~ regulation is designed to meet the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA). All personnel in the District are expected to fulfill the requirements of policy and the following procedures in order to protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages [34 C.F.R. 300.612].

The Superintendent has the responsibility for ensuring the confidentiality of any personally identifiable information [34 C.F.R. 300.612].

All rights and protections given parents under the FERPA and this ~~procedure~~ regulation transfer to the student upon reaching age eighteen (18) except where the student continues as a dependent under specified circumstances, or enrolling in a postsecondary school. The student then becomes an "eligible student" [34 C.F.R. 99.5 and 300.625].

**Definitions**

For the purpose of ~~this procedure~~ regulation, the District has used the following definitions of terms:

A. *Student* - Any person who attends or has attended a program of instruction sponsored by the District and for whom the District maintains education records.

B. *Eligible student* - A student who ~~has reached age~~ is at least eighteen (18) years of age or is ~~attending a postsecondary school~~ emancipated.

C. *Parent* - Either the natural parent of a student, unless the parent's rights under the FERPA have been removed by a court order, statute, or other legal document, or a guardian, or an individual acting as a parent or guardian in the absence of the student's parent or guardian. The District may presume that the parent has the authority to inspect and review education records relating to his or her child unless the District has been advised that the parent does not have authority under applicable law.

D. *Education records* - Any information directly related to a student recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm or microfiche, that is maintained by the District, an employee of the District, or any agent of the District except:

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1. Personal records kept by an employee of the District that meets the following tests:
  - a. It is used only as a personal memory aid.
  - b. It is kept in the personal possession of the individual who made it.
  - c. It is not accessible and has never been revealed to any other person except the employee's temporary substitute.
2. Medical treatment records maintained for "eligible students."
3. Records collected and maintained by a law enforcement unit of the school.
4. Records containing only information about a person after that individual is no longer a student in the District.
5. An employment record that is used only in relation to a student's employment by the District. (*Employment for this purpose does not include activities for which a student receives a grade or credit in a course.*)
6. Related alumni records after the student no longer attends classes provided by the District, and the records do not relate to the person as a student.

E. *Personally identifiable information* - Any data or information that makes the subject of a record known. This includes the student's name, the name(s) of the student's parent(s) or other family member(s), the student's address, the student's Social Security number, a student number, a list of personal characteristics, or other information that would make the student's identity easily traceable.

F. *Signed and dated written consent* - May include a record and signature in electronic form that:

1. Identifies and authenticates a particular person as the source of the electronic consent.
2. Indicates such person's approval of the information contained in the electronic consent.

### **Locations of Education Records**

A list of types and locations of education records collected, maintained, or used will be provided to the parents on request [34 C.F.R. 300.616]. See Exhibit JR-EA.

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## **Procedure to Inspect Education Records**

Parents of a student, the designated representative of the parents, and an eligible student may inspect and review the student's education records that are collected, maintained, or used by the District [34 C.F.R. 300.501]. In some circumstances it may be mutually more convenient for the record custodian to provide copies of records. Charges for the copies of records will be costs of copying unless the fee would effectively prevent the parent from exercising rights to inspect and review those records [34 C.F.R. 300.613 and 300.617].

Since a student's records may be maintained in several locations, the school principal will offer to collect copies of records or the records themselves from locations other than a student's school so they may be inspected at one (1) site. However, if parents and eligible students wish to inspect records where they are maintained, the school's principal will make every effort to accommodate their wishes.

Parents, the designated representative of the parents, or the eligible student should submit to the student's school principal a signed and dated written request that identifies as precisely as possible the record or records wanted for inspection. The District will respond to any request without unnecessary delay before any meeting regarding any individual education program or hearing relating to the identification, evaluation, placement of a student, or the provision of a free appropriate public education, and in no case more than forty-five (45) days after the request has been made [34 C.F.R. 300.613 and 99.10]. See Exhibit JR-ED.

The principal, or other education records custodian, will contact the parent of the student or the eligible student to discuss how access will be best arranged (e.g., copies, at the exact location, or records brought to a single site).

Parents have the right, upon reasonable request, for explanations and interpretations of the information contained in the records and a right to request copies of the records containing the information, if not in violation of stated policy of FERPA. Parents have the right to have a representative of the parent to inspect and review the records [34 C.F.R. 300.613 and 99.10].

The principal, or other education records custodian, will make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected. This procedure must be completed in forty-five (45) days or less after receipt of the request for access [34 C.F.R. 300.613].

If for any valid reason, such as working hours, distance between record location sites, or health, the parent or eligible student cannot personally inspect and review a student's education records, the District will arrange for the parent or eligible student to obtain copies of the record. See below for information regarding fees for copies of records [34 C.F.R. 300.613 and 99.10].

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When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students [34 C.F.R. 300.615, 99.5 and 99.12].

### **Fees for Copies of Records**

All records subject to disclosure under this procedure shall be available for inspection free of charge. If copies are desired, they shall be furnished by the District to the parent or eligible student on request and free of charge. Additional copies may be sent to other schools or agencies without charge. However, the District reserves the right to charge up to thirty-five cents (35¢) per page for multiple or excessive requests. Copies of available records shall be produced as promptly as possible upon receipt of the request. No fee will be charged for search and retrieval of records [34 C.F.R. 300.617 and 99.11].

The District will provide copies of records:

- A. When the refusal to provide copies effectively denies access to the records by the parent or eligible student [34 C.F.R. 300.617].
- B. At the request of the parent or eligible student, when the District has provided the records to third parties by the prior consent of the parent or eligible student.
- C. At the request of the parent or eligible student when the District has forwarded the records to another school where the student seeks or intends to enroll.

### **Directory Information**

#### **Personally Identifiable Information**

The District designates the following personally identifiable information contained in a student's education records as "directory information" and may disclose that information without prior written consent [20 U.S.C. 1232g(a)(5)(A)]:

- A. The student's name.
- B. The student's address.
- C. The student's telephone listing.
- D. The student's date and place of birth.
- E. The student's electronic mail address.
- F. The student's photograph.

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- G. The student's grade level.
- H. The student's major field of study.
- I. The student's dates of attendance.
- J. The student's enrollment status (e.g., part time or full time).
- K. The student's participation in officially recognized activities and sports.
- L. The student's weight and height if a member of an athletic team.
- M. The student's honors and awards received.
- N. The student's most recently attended educational agency or institution.

Within the first three (3) weeks of each school year the District will publish in a District communication or send home with each student the above list, or a revised list, of the items of directory information designated as directory information. For a student who enrolls after the notice is published, the list will be given to the parent or eligible student at the time and place of enrollment. See Exhibit JR-EB.

After the parents or eligible student have been notified, they will have two (2) weeks to advise the District in writing (a letter to the Superintendent's office) of any or all of the items they refuse to permit the District to designate as directory information about that student.

According to state and federal law if the Governing Board permits the release of directory information relating to students to persons or organizations who inform students of educational or occupational opportunities, then the Governing Board shall provide access to directory information on the same basis to military official recruiting representatives for the purpose of informing students of educational and occupational opportunities available to them.

**Refusal to Release Personally  
Identifiable Information**

Directory information shall be released on or before October 31 of each year unless the parent or eligible student requests in writing to the District (a letter to the Superintendent's office within two [2] weeks after notification) not to release directory information to any person or organization without prior signed and dated written consent. The District shall distribute a form, separate from any other form, designed and provided to districts by the Arizona Department of Education allowing ~~pupils~~ students to request that directory information not be released. If the District distributes materials to ~~pupils~~ students through electronic communication or on an internet website, the form may be distributed in the same manner.

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

A person who is wrongfully denied access to directory information or access to school buildings, school grounds or other property may notify the Department of Education, which shall report the alleged violation to the United States Department of Education. If the parent or eligible student refuses to allow the release of directory information without prior signed and dated written consent, then the District will not provide military recruiters, upon request, directory information containing the student's name, addresses and telephone listings.

**Permission to Release Personally  
Identifiable Information**

At the end of the two (2)-week period, if the parent or eligible student has not returned the form indicating refusal to allow the release of directory information, the District will assume it has their permission to release the above-mentioned information. The Governing Board shall provide the student with a transcript release form that allows the student to designate in separate check boxes whether the transcript is to be released to postsecondary institutions, the militia of this state or the armed services of the United States, or to any combination of these entities.

This designation will remain in effect until it is modified by the prior signed and dated written direction of the parent or eligible student. The student's records will be appropriately marked by the records custodian to ensure compliance with the parents' or eligible student's request.

**Use of Student Education  
Records**

To carry out their responsibilities, school officials will have access to student education records for legitimate educational purposes. The District will use the following criteria to determine who are school officials [34 C.F.R. 99.31]:

- A. A person duly elected to the Board (under limited circumstances).
- B. A person certificated by the state and appointed by the Board to an administrative or supervisory position.
- C. A person certificated by the state and under contract to the Board as an instructor.
- D. A person employed by the Board as a temporary substitute for administrative, supervisory, or instructional personnel for the period of such performance as a substitute.
- E. A person employed by or under contract to the Board to perform a special task, such as a secretary, a clerk, the Board attorney, or auditor, for the period of such performance as an employee or contractor.

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District officials who meet the criteria listed above will have access to a student's records if they have a legitimate educational interest in doing so [34 C.F.R. 99.32]. A "legitimate educational interest" is the person's need to know in order to:

- A. Perform an administrative task required in the school employee's position description approved by the Board.
- B. Perform a supervisory or instructional task directly related to the student's education.
- C. Perform a service or benefit for the student or the student's family, such as health care, counseling, student job placement, or student financial aid.

Records of students placed in special educational programs will be under the direct supervision of the program administration. All persons collecting or using personally identifiable information in records of students determined to be a student with a disability will receive training or instruction regarding Arizona's policies and procedures for the protection of these records at the collection, storage, disclosure, and destruction stages in accordance with FERPA and IDEA [34 C.F.R. 300.623].

The District will maintain for public inspection a current listing of the names and positions of employees who have access to personally identifiable information maintained on students placed in special education [34 C.F.R. 300.623]. When the information maintained in these records is no longer needed to provide educational services to the student, the District will notify the parents of their right to have the personally identifiable information destroyed [34 C.F.R. 300.624]. However, a permanent record of a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed will be maintained [34 C.F.R. 300.624]. Destruction of records will be accomplished in accordance with the requirements of Arizona law and regulations of the Department of Library, Archives, and Public Records [34 C.F.R. 300.623].

The District will release information from or permit access to a student's education records only with a parent's or eligible student's prior signed and dated written consent, except that the Superintendent or a person designated in writing by the Superintendent may permit disclosure [34 C.F.R. 99.30, 99.31, 99.34, and 99.37]:

- A. When a student seeks or intends to enroll in another school district or a postsecondary school the District will not further notify parents or eligible students prior to such a transfer of records. Parents and student have a right to obtain copies of records transferred under this provision. See Exhibit JR-EC.

B. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the District.

C. To parties who provide or may provide financial aid to a student to:

1. Establish the student's eligibility for the aid.
2. Determine the amount of financial aid.
3. Establish the conditions for the receipt of the financial aid.
4. Enforce the agreement between the provider and the receiver of financial aid.

D. If a state law adopted before November 19, 1974, required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials.

E. If a state law adopted before November 19, 1974, required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials of the juvenile justice system and the officials certify in writing that the information will not be disclosed to any other party, except as provided under state law, without prior signed and dated written consent of the parent or the eligible student.

F. When the District has entered into a written agreement or contract for an organization to conduct studies on the District's behalf to develop tests, administer student aid, or improve instruction.

G. To accrediting organizations to carry out their accrediting functions.

H. To parents of an eligible student if the parents claim the student as a dependent as defined by the Internal Revenue Code of 1954.

I. To comply with a judicial order or lawfully issued subpoena. The District will make a reasonable effort to notify the parent or the eligible student before making a disclosure under this provision unless directed otherwise by a court of competent jurisdiction.

J. To comply with an *ex parte* order from a court of competent jurisdiction requiring the District to permit the U.S. Attorney General or U.S. Attorney General's designee to collect education records in the possession of the District that are relevant to an authorized investigation or prosecution of an offense listed in 18 U.S.C. 2332b(g)(5)(B) for an act of domestic or international terrorism as defined in 18 U.S.C. 2331. An *ex parte* order is an order issued by a court of competent jurisdiction without notice to the adverse party. A disclosure pursuant to an *ex parte* order will not be recorded as a disclosure of information from a student's education records by the District.



K. If the District initiates legal action against a parent or student, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with the legal action.

L. If a parent or eligible student initiates legal action against the District, the District may, without a court order or subpoena, disclose the student's education records that are relevant for the District to defend itself.

M. To comply with the request of authorized law enforcement officials conducting an investigation of acts of terrorism.

N. The disclosure is in connection with a health or safety emergency. Time is an important and limiting factor in determining whether the disclosure is in connection with a health or safety emergency. The District will permit any school official to make the needed disclosure from student education records in a health or safety emergency if:

1. The official deems the disclosure is warranted by the seriousness of the threat to the health or safety of the student or other persons.
2. The information is necessary and needed to address the emergency.
3. The persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency.

O. The District may release student attendance, disciplinary, and other education records to a law enforcement agency and county attorney pursuant to an intergovernmental agreement between the District, the law enforcement agency, the county attorney, and other state, local, or tribal government agencies to create a local or tribal juvenile justice network for the purpose of:

1. providing appropriate programs and services to intervene with juveniles currently involved in the juvenile justice system.
2. providing appropriate programs and services designed to deter at-risk juveniles from dropping out of school or other delinquent behavior.
3. increasing the safety and security of the community and its children by reducing juvenile crime.

P. Education records provided pursuant to an intergovernmental agreement entered into in accord with the above provisions shall be used solely for the purposes of the agreement and shall not be disclosed to any other party, except as provided by law.

A District school official may release information from a student's education records, other than directory information, to a third party if the parent or the eligible student gives prior signed and dated written consent for the disclosure and the third party agrees that the information will not be disclosed to any other party without the prior consent of the parent or eligible student. The signed and dated written consent must include at least:

- A. A specification of the records to be released.
- B. The reasons for the disclosure.
- C. The person or the organization or the class of persons or organizations to whom the disclosure is to be made.
- D. The signature of the parent or eligible student.
- E. The date of the consent and, if appropriate, a date when the consent is to be terminated.

The parent or the eligible student may obtain a copy of any records disclosed under this provision, unless otherwise provided.

### **Records of Requests for Access and Disclosures Made from Education Records**

The District will maintain an accurate record of all requests for it to disclose information from or to permit access to a student's education records, and of information it discloses and access it permits, with some exceptions as listed below. This record will be kept with, but will not be a part of, each student's cumulative school records. It will be available only to the record custodian, the eligible student, the parent of the student, or to federal, state, or local officials for the purpose of auditing or enforcing federally supported educational programs [34 C.F.R. 99.32]. See Exhibit JR-EE.

The record will include at least:

- A. The name of the person, organization or agency that made the request.
- B. The interest the person, organization or agency had in the information.
- C. The date the person, organization or agency made the request.
- D. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

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

The District will maintain this record as long as it maintains the student's education records. The record will not include requests for access or access granted to:

- A. the parent or eligible student,
- B. authorized law enforcement officials conducting an investigation of acts of terrorism,
- C. school officials who have a legitimate educational interest in the student,
- D. requests for or disclosures of information contained in the student's education records if the request is accompanied by or authorized by the prior signed and dated written consent of the parent or eligible student, or
- E. for requests for or disclosures of directory information designated for that student.

**Procedures to Seek to Correct  
Education Records  
[34 C.F.R. 99.20 and 99.21]**

Parents of students and eligible students have a right to seek to change any part of the student's record they believe is inaccurate, misleading, or in violation of student rights [34 C.F.R. 300.618 and 99.20]. (*Note:* Under the FERPA, the District may decline to consider a request to change the grade a teacher assigns for a course.)

For the purpose of outlining the procedure to seek to correct education records, the term *incorrect* will be used to describe a record that is inaccurate, misleading, or in violation of student rights. The term *correct* will be used to describe a record that is accurate, not misleading, and not in violation of student rights. Also, in this section, the term *requester* will be used to describe the parent of a student or the eligible student who is asking the District to correct a record.

To establish an orderly process to review and correct education records for a requester, the District may make a decision to comply with the request for change at several levels in the procedure [34 C.F.R. 300.618 and 99.20].

***First-level decision.*** A parent of a student or an eligible student who finds an item in the student's education records that appears to be inaccurate, misleading, or in violation of student rights should immediately ask the record custodian to correct it. If the record is incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the record is changed at this level, the method and result must satisfy the requester.

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If the custodian cannot change the record to the requester's satisfaction or the record does not appear to be obviously incorrect, the custodian will:

- A. Provide the requester a copy of the questioned record at no cost.
- B. Ask the requester to initiate a written request for the change.
- C. Follow the procedure for a second-level decision.

***Second-level decision.*** The written request to correct a student's education records through the procedure at this level should specify the correction the requester wishes the District to make. It should at least identify the item thought to be incorrect and state whether the requester believes the item:

- A. Is inaccurate and why,
- B. Is misleading and why, or
- C. Violates student rights and why.

The request will be dated and signed by the requester.

Within two (2) weeks after receiving a written request, the record custodian will study the request, discuss it with other school officials (the person who made the record or those who may have a professional concern about the District's response to the request), make a decision to comply or decline to comply with the request, and complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, a decision is reached that the record should be corrected, the record custodian will affect the change and notify the requester, in writing, of that action. Each such notice will include an invitation for the requester to inspect and review the student's education records to make certain the record is in order and the correction is satisfactory.

If a decision is reached that the record is correct, the custodian will make a written summary of any discussions with other officials and of the findings in the matter. This summary and a copy of the written request will be transmitted to the Superintendent.

***Third-level decision.*** The Superintendent will review the material provided by the record custodian and, if necessary, discuss the matter with other officials such as the school attorney or the Board (in executive session unless otherwise requested by parent[s]). The Superintendent will then make a decision concerning the request and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two (2) weeks. If it will take longer, the Superintendent will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

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

If the Superintendent decides the record is incorrect and should be changed, the record custodian will be advised to make the changes. The record custodian will advise the requester of the change.

If the Superintendent decides the record is correct, a letter to the requester will be prepared that will include [34 C.F.R. 300.619 and 99.20]:

- A. The District's decision that the record is correct and the basis for the decision.
- B. A notice to the requester explaining the requester's right to ask for a hearing to present evidence that the record is incorrect and that the District will grant such a hearing.
- C. Instructions for the requester to contact the Superintendent to discuss acceptable hearing officers, convenient times, and a satisfactory site for the hearing. (The District will not be bound by the requester's positions on these items but will, as far as possible, arrange the hearing as the requester wishes.)
- D. Advice that the requester may be represented or assisted in the hearing by other parties, including an attorney, at the requester's expense.

***Fourth-level decision.*** After the requester has submitted (orally or in writing) any wishes concerning the hearing officer and the time and place for the hearing, the Superintendent will, within one (1) week, notify the requester when and where the District will hold the hearing and whom it has designated as the hearing officer [34 C.F.R. 300.621, 99.21, 99.22, and 99.34].

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education records is incorrect as shown in the requester's written request for a change in the record (second level).

Within one (1) week after the hearing, the hearing officer will submit to the Superintendent a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit recommendations, based solely on the evidence presented at the hearing, that the record should be changed or should remain unchanged.

The Superintendent will prepare the District's decision within two (2) weeks after the hearing. That decision will be based on the summary of the evidence presented at the hearing and on the hearing officer's recommendation. However, the District's decision will be based solely on the evidence presented at the hearing. Therefore, the Superintendent may overrule the hearing officer if the hearing officer's recommendation is deemed inconsistent with the evidence presented. As a result of the District's decision, the Superintendent will take one (1) of the following actions:

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

A. If the decision is that the District will change the record, the Superintendent will instruct the record custodian to correct the record. The record custodian will correct the record and notify the requester at the second-level decision [34 C.F.R. 300.620 and 99.21].

B. If the decision is that the District will not change the record, the Superintendent will prepare a written notice to the requester that will include [34 C.F.R. 300.620 and 99.21]:

1. The District's decision that the record is correct and will not be changed.
2. A copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the District's decision.
3. Advice to the requester that an explanatory statement may be placed in the student's education records stating the reasons for disagreement with the District's decision and/or the reasons for believing the record to be incorrect.

***Final administrative step in the procedure.*** When the District receives an explanatory statement from a requester after a hearing, it will maintain that statement as part of the student's education records as long as it maintains the questioned part of the record. The statement will be attached to the questioned part of the record and whenever the questioned part of the record is disclosed the explanatory statement will also be disclosed [34 C.F.R. 300.620 and 99.21].

**Annual Notification to Parents Regarding  
Confidentiality of Student Education  
Records [34 C.F.R. 300.612]**

Dear Parent:

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. The Governing Board has established written policies regarding the collection, storage, retrieval, release, use, and transfer of student educational information collected and maintained pertinent to the education of all students to ensure the confidentiality of the information and to guarantee parents' and students' rights to privacy. These policies and procedures are in compliance with:

The Family Education Rights and Privacy Act; Title 20, United States Code, Sections 1232g and 1232h; and the Federal Regulations (34 C.F.R., Part 99) issued pursuant to such act;

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

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT);

Every Student Succeeds Act of 2015 (ESSA);

The Individuals with Disabilities in Education Act; 20 U.S.C. Chapter 33; and the Federal Regulations (34 C.F.R. Part 300); and

Arizona Revised Statutes, Title 15, sections 141 and 142.

Student education records are collected and maintained to help in the instruction, guidance, and educational progress of the student, to provide information to parents and staff members, to provide a basis for the evaluation and improvement of school programs, and for legitimate educational research. The students' records maintained by the District may include - but are not necessarily limited to, identifying data, report cards and transcripts of academic work completed, standardized achievement test scores, attendance data, reports of psychological testing, health data, teacher or counselor observations, and verified reports of serious or recurrent behavior patterns.

These records are maintained in the office of the District under the supervision of the school administrator and are available only to the teachers and staff members working with the student. Upon request, the District discloses education records, including disciplinary records, without consent to officials of another school district in which a student seeks or intends to enroll. Otherwise, records are not released to most agencies, persons or organizations without prior signed and dated written consent of the parent [34 C.F.R. 99.7]. The signed and dated written consent may be in electronic form under certain conditions [34 C.F.R. 99.30].

You shall be informed when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to your child. The information must be maintained for two (2) years after the date your child was last enrolled in this school district.

You have the right to inspect and review any and all records related to your child within forty-five (45) days of the day of receiving a request for access, including a listing of persons or organizations who have reviewed or have received copies of the information [34 C.F.R. 99.7]. Parents who wish to review their children's records should contact the principal for an appointment or submit to the principal a written request that identifies the record(s) you wish to inspect. District personnel will make arrangements for access and notify you of the time and place where the records may be inspected. District personnel will be available to explain the contents of the records to you. Copies of student education records will be made available to parents when it is not practicable for you to inspect and review the records at the school. Charges for the copies of records will be costs of copying unless the fee prevents the parent from exercising rights to inspect and review those records.

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

You have the right to request that an amendment be made to the student's education records and to add comments of your own if you believe information in the record file is inaccurate or misleading [34 C.F.R. 99.7(a)(1)]. You should write the principal, clearly identify the part of the record you want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by you, the District will notify you of the decision and advise you of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

You have the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Copies of the District student education records confidentiality policies and procedures may be reviewed in the assigned office in each school [34 C.F.R. 99.7]. You have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, D.C., concerning alleged failures by the District to comply with the requirements of FERPA [34 C.F.R. 99.7]. The name and address of the Office that administers FERPA are:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605**



# POLICY SERVICES ADVISORY

Volume 37, Number 3

April 2025

Policy Advisory No. 863.....Exhibit BAA-EB — Evaluation of School Board / Board Self-Evaluation  
(Update of PA 820, March 2025)

Policy Advisory No. 864 .....Policy IHA — Basic Instructional Program

Policy Advisory No. 865.....Policy JLIF — Sex Offender Notification

## Summary

Exhibit BAA-EB required a minor edit to enable those Districts who chose the updated self-evaluation tool to access the request form; Policies IHA and JLIF were revised to comply with statutory updates.

## Policy Advisory Discussion

**Policy Advisory No. 863**                      **Exhibit BAA-EB — Evaluation of School Board / Board Self-Evaluation (Update of PA 820, March 2025)**

Due to ASBA’s recent website migration, the link to access the request form to receive the electronic Board Self-Evaluation Tool required an update. Therefore, the link and instructions to access the request form have been updated as follows: To request access to the "Electronic Survey/Board Self-Evaluation Tool," click here: <https://azsba.org/> and select **Contact Us** (under the dropdown menu for Special Request select **Request Evaluation Form**). This Electronic Survey/Board Self-Evaluation Tool is complimentary, provides a tabulation of results, and creates a comprehensive report.

**Policy Advisory No. 864**                      **Policy IHA — Basic Instructional Program**

Policy IHA has been revised to reflect the emergency measure, approved by the governor in March of 2025, that amended A.R.S. 15-710.02 regarding 9/11 Education Day by specifying relevant grade levels.

**Policy Advisory No. 865**                      **Policy JLIF — Sex Offender Notification**

Policy JLIF has been revised to include revisions to A.R.S. 13-3825 including the addition of Level One offender information and an additional notification requirement.

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

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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 Services Technician/Editor/Publisher. Our e-mail addresses are, respectively, [cpatterson@azsba.org], [lbondi@azsba.org], and [rwatson@azsba.org].

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

# **ADVISORY 863**

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

**BAA-EB ©**

EXHIBIT

**EVALUATION OF SCHOOL BOARD /  
BOARD SELF - EVALUATION**

**ANNUAL SELF-APPRAISAL OF  
THE GOVERNING BOARD**

***(Districts may choose either BAA-EA or BAA-EB)***

The Arizona School Boards Association (ASBA) Board Self-Evaluation focuses on the following five (5) pillars (Standards) of Board Governance:

- A. Conduct and Ethics: Provide responsible Board governance.
- B. Vision: Set and communicate high expectations for student learning with clear goals and plans for meeting those.
- C. Structure: Create conditions District-wide for student and staff success.
- D. Accountability: Hold School District accountable for meeting student learning expectations.
- E. Advocacy: Engage local community and represent the values and expectations they hold for their schools.

To request access to the "Electronic Survey/Board Self-Evaluation Tool," click here: <https://azsba.org/asba-board-self-evaluation-form/> and select **Contact Us** (under the dropdown menu for *Special Request* select **Request Evaluation Form**).

# **ADVISORY 864**

**IHA ©  
BASIC INSTRUCTIONAL PROGRAM**

The various instructional programs will be developed to maintain a balanced, integrated, and sequential curriculum that will serve the educational needs of all school-aged children in the District. The curriculum will be broad in scope and provide for a wide range in rate, readiness, and potential for learning.

The instructional program shall reflect the importance of language acquisition/reading-skill development as the basic element in each student's education. The first priority of the instructional program will be language acquisition through a planned sequence of reading skills and language experiences beginning in the kindergarten program. The improvement of specific reading skills of students should be continuous throughout their education. Each school educating students in kindergarten and grades one (1) through three (3) shall have a reading program as required by A.R.S. 15-704 and applicable State Board of Education rules.

The second priority of the instructional program will be mastery of the fundamentals of mathematics, beginning in the kindergarten program.

The instructional program will ensure that on or before July 1, 2022, at least one (1) kindergarten through third (K-3) grade teacher, literacy coach or literacy specialist in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. 15-219 and A.R.S. 15-501.01 which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.

Attention to the above-listed priorities shall not result in neglect of other areas of the curriculum.

**Minimum Course of Study  
for Students in the  
Common Schools**

Students shall demonstrate competency as defined by the State Board-adopted academic standards, at the grade levels specified, in the following required subject areas:

- A. English language arts (ELA);
- B. Mathematics;
- C. Social studies; including:
  - 1. Civics; and

2. Instruction on the Holocaust and other genocides for at least three (3) class periods, or the equivalent, on at least two (2) separate occasions during any of grades seven through twelve (7-12).

3. Instruction in the Constitutions of the United States and Arizona, American institutions and ideals and in the history of Arizona, including the history of Native Americans in Arizona for a total of one (1) year during kindergarten (K) through eighth (8th) grades.

D. Science;

E. Two (2) or more of the following:

1. Visual Arts

2. Dance

3. Theatre

4. Music

5. Media Arts

F. Health/Physical education, including mental health. Mental health instruction may be included as part of other subject areas and shall comply with A.R.S. § 15-701.03.

### **Minimum Course of Study for Graduation from High School**

See Policy IKF.

### **Observance Days**

September 11, in each year shall be observed as 9/11 Education Day. On 9/11 Education Day, each public school that provides instruction to students in any of grades seven (7) through twelve (12) shall provide ~~dedicate a portion of the school day to~~ age-appropriate education instruction to students in each of grades seven (7) through twelve (12) on the terrorist attacks of September 11, 2001.

September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day. On Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

If Sandra Day O'Connor Civics Celebration Day or 9/11 Education Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday.

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S. [15-701](#) and [15-701.01](#).

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

1-319

1-321

15-203

15-211

15-219

15-341

15-501.01

15-701

15-701.01

15-701.03

15-704

15-710

15-710.02

15-741.01

15-802

A.A.C.

R7-2-301 *et seq.*

CROSS REF.:

IJNDB - Use of Technology Resources in Instruction

IKF - Graduation Requirements



# **ADVISORY 865**

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

**JLIF ©**  
**SEX OFFENDER NOTIFICATION**  
**(Sex Offender and Dangerous Juvenile Offender**  
**Notification and Protective Measures)**

Arizona statutes require law enforcement agencies to provide notification to the District regarding certain registered sex offenders and require courts to notify the District regarding juveniles adjudicated delinquent for "dangerous offenses" or certain sex offenses.

A. Arizona Revised Statutes (A.R.S.) 13-3825 and 13-3826 require the local law enforcement agency to notify the community, including area schools, of the presence of a registered sex offender in the community when the offender has been determined by the agency to be a "level one" offender who has been convicted of a dangerous crime against children as defined in Section 13-705, a "level two" offender (medium risk), or a "level three" (high risk) offender. The child's school must be notified if the offender has legal custody of a child.

B. A.R.S. 8-350 directs the court to notify the District when a student attending a school in the District has been adjudicated delinquent for or convicted of and placed on probation for a dangerous offense or sexual conduct with a minor, sexual assault, molestation of a child, or continual sexual abuse of a child. Dangerous offense is defined in 8-350 as "an offense involving the discharge, use or threatening exhibition of a deadly weapon or dangerous instrument or the intentional or knowing infliction of serious physical injury on another person."

C. A.R.S. 13-3821 permits a juvenile court to require a juvenile who has been adjudicated delinquent for certain sex offenses to register as a sex offender until the person reaches the age of twenty-five (25), and A.R.S. 13-3825 permits a juvenile court to further require such juvenile registered sex offender to be subject to the state's community notification requirements.

It is the Governing Board's desire to create and maintain a safe environment for the District's students and staff members. Therefore, the Superintendent is directed to develop procedures to disseminate the information received from the local law enforcement agency regarding adult and juvenile registered sex offenders present in the District and to provide teachers, parents, guardians, or custodians, upon request, information received from a court pursuant to A.R.S. 8-350 concerning a juvenile who has been adjudicated for or convicted of a dangerous offense or a specified sex offense.

**District Procedures**

Procedures within the District shall encompass, but not necessarily be limited to:

A. Measures to disseminate information received from the local law enforcement agency to staff members, parents, guardians, or custodians when the District has been notified that a registered offender has moved into the community. When in the judgment of the Superintendent it is determined to be appropriate, the measures will include disseminating the information to students.

B. Measures to provide to teachers, parents, guardians, or custodians, upon request, information received by the District under A.R.S. 8-350, regarding juveniles adjudicated delinquent of "dangerous offenses" or sex offenses.

=====

**Optional language: The following elements are available for inclusion at the District's discretion.**

- C. District restrictions on and requirements of registered sex offenders.
- D. Assessment, enrollment, placement, and oversight of students about whom an A.R.S. 8-350 notification has been received.
- E. Student instruction in protective measures.
- F. Prohibitions against harassment of individuals or acts of vigilantism based upon information received by the District.

Adopted: \_\_\_\_\_

**LEGAL REF.:**

- A.R.S.
- 8-208
- 8-321
- 8-350
- 8-371
- 13-1405
- 13-1406
- 13-1410
- 13-1417
- 13-3821
- 13-3825
- 13-3826
- 20 U.S.C. 1232g(b)(7)
- 42 U.S.C. 14071(d)

**CROSS REF.:**

- DJE - Bidding/Purchasing Procedures
- EB - Environmental and Safety Program
- GCF - Professional Staff Hiring
- GDF - Support Staff Hiring
- IJNDB - Use of Technology Resources in Instruction
- JA - Student Policies Goals/Priority Objectives
- JF - Student Admissions
- JLI - Student Safety
- JLF - Reporting Child Abuse/Child Protection
- JR - Student Records

*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 SERVICES

## ADVISORY

Volume 37, Number 4

April 2025

Policy Advisory No. 866.....Policy CA — Administration Goals /  
Priority Objectives

Policy Advisory No. 867.....Policy CB — Superintendent

Policy Advisory No. 868.....Policy CBA — Qualifications and Duties of  
the Superintendent

Policy Advisory No. 869.....Policy CBCA — Delegated Authority  
*NEW* Regulation CBCA-R — Delegated Authority

Policy Advisory No. 870 ..... Policy CBI — Evaluation of Superintendent  
Exhibit CBI-EA — Evaluation of Superintendent  
**(Districts may choose either CBI-EA or CBI-EB)**  
Exhibit CBI-EB — Evaluation of Superintendent

Policy Advisory No. 871 *DELETE*.....Policy CCB — Line and Staff Relations  
*DELETE* Regulation CCB-R — Line and Staff Relations

Policy Advisory No. 872 ..... Policy CFD — School - Based Management  
Regulation CFD-R — School - Based Management  
*DELETE* Exhibit CFD-E — School - Based Management  
*DELETE* Policy CFD — School - Based Management  
(Version for one [1] school District **or** < than 600 students)

Policy Advisory No. 873..... Policy CHD — Administration in the  
Absence of Policy

Policy Advisory No. 874..... Policy CK — Administrative Consultants

Policy Advisory No. 875..... Policy CM — School District Annual Report

*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

### Summary

#### *Section C Revision*

The policy documents listed above have either been removed, added due to recodification, merged with policy documents containing similar topics, or revised (see Discussions below for specific information regarding each document). Documents not listed in this **comparison document** from Section C did not change. The **clean copy document** linked on the Policy Advisory communication provides the revised Section C in its entirety.

#### **Policy Advisory No. 866**

#### **Policy CA — Administration Goals / Priority Objectives**

Minor revisions were made to policy language for clarity, and A.R.S. 15-341 was added as a Legal Reference as the statute pertains to Board policies and curricula noted in Policy CA.

#### **Policy Advisory No. 867**

#### **Policy CB — Superintendent**

Policy CB was updated to align with statutory language (*may* versus *shall*). [A.R.S. 15-503]

#### **Policy Advisory No. 868**

#### **Policy CBA — Qualifications and Duties of the Superintendent**

Subheadings were added and language in Policy CBA was reorganized for clarity (e.g., the statutory fingerprint card was moved to the second paragraph under the subheading, *Qualifications*, and the delegation portion in the second paragraph was moved under the subheading, *Duties*); additional minor edits were included for clarity.

#### **Policy Advisory No. 869**

#### **Policy CBCA — Delegated Authority NEW Regulation CBCA-R - Delegated Authority**

Information from Policy CCB was moved to Policy CBCA under “H.” and the final sentence of the policy; therefore, Policy CCB was removed from the model manual. In addition, E. - G. were added as additional areas of delegated authority, and Legal References A.R.S. 15-806 and 15-341 were added (school closures portions). Also, newly created Regulation CBCA-R contains language formerly in Regulation CCB-R; therefore, Regulation CCB-R was removed from the model manual (no change was made to original regulation language).

*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 No. 870**                      **Policy CBI — Evaluation of Superintendent**  
**Exhibit CBI-EA — Evaluation of Superintendent**  
**(Districts may choose either CBI-EA or CBI-EB)**  
**Exhibit CBI-EB — Evaluation of Superintendent**

Subheadings were added and language in Policy CBI was reorganized for clarity (e.g., information regarding executive session was moved to the first paragraph under the subheading, *Executive Session*, and the sentence regarding the Superintendent’s personnel file was moved to the final sentence under the subheading, *Evaluation Process*). In addition, information regarding the exception to the contract offer date due to an override election per A.R.S. 15-503, and the contract acceptance timeframe were added. As with the Board Self-Evaluation Tool (Policy Advisory 820), Exhibit CBI-E offers Districts a choice: the original Superintendent Evaluation Tool (labeled as CBI-EA in this document) or the updated Superintendent Evaluation Tool (labeled as CBI-EB in this document). The updated Exhibit CBI-EB, created in collaboration with ASA (Arizona School Administrators), contains links to both the Evaluation Tool Guidance Handbook and the Superintendent Evaluation Tool, a free and customizable tool incorporating the yearly Superintendent goals. No change was made to the original language in Exhibit CBI-EA; minor edits were made to CBI-EB.

**Policy Advisory No. 871**    ~~**DELETED**~~    **Policy CCB — Line and Staff Relations**  
~~**DELETED**~~                      **Regulation CCB-R — Line and Staff Relations**

Language in Policy CCB was moved to Policy CBCA under “H.” and the final sentence of the policy; therefore, Policy CCB was removed from the model manual. Language in Regulation CCB-R was moved to newly created Regulation CBCA-R; therefore, CCB-R was removed from the model manual. No change was made to the original regulation language (title change only).

**Policy Advisory No. 872**                      **Policy CFD — School - Based Management**  
**Regulation CFD-R — School - Based Management**  
~~**DELETED**~~    **Exhibit CFD-E — Board Member Oath of Office**  
~~**DELETED (<600 students)**~~    **Policy CFD — School - Based Management**

The statutory requirement for school councils was added to the first sentence [A.R.S. 15-351], as well as the exception for small Districts [A.R.S. 15-352]. Due to the addition of the Small District Exception in the general Policy CFD, the second Policy CFD specifically for Small Districts was removed from the model manual, as well as its accompanying Exhibit CFD-E. Subheadings were also added, and language was removed for clarity in both the general Policy CFD and its accompanying Regulation CFD-R.

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**Policy Advisory No. 873**

**Policy CHD — Administration in the  
Absence of Policy**

The legal reference was removed from Policy CHD as the statute does not specifically reference policy language.

**Policy Advisory No. 874**

**Policy CK — Administrative Consultants**

The phrase “curricula, physical plant and other requirements of the District” was added to Policy CK to align with language in A.R.S. 15-343.

**Policy Advisory No. 875**

**Policy CM — School District Annual Report**

An introductory sentence, subheadings, and information regarding the Financial Annual Report were added to Policy CM for clarity. In addition, the section regarding Guaranteed Energy Cost Savings was removed as a District may include the required information in their Annual Report by utilizing the report provided by the qualified provider.



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].

**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.**

# ADVISORY 866

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



CA ©  
**ADMINISTRATION GOALS /  
PRIORITY OBJECTIVES**

The District administration is responsible, within the guidelines established by Board policy, for the direction and coordination of students and staff members in their efforts to reach educational goals adopted by the Board.

The Board expects the administration to specialize in:

- A. ~~the processes of~~ Decision-making and communication;
- B. Planning, organizing, implementing, and evaluating educational programs;
- C. ~~the demonstration of~~ Providing educational leadership;
- D. ~~the development~~ Developing and ~~maintenance of~~ maintaining close working relationships and channels of communication within the District and the community;
- E. ~~the minimization of misunderstandings; and~~ Supporting educational goals adopted by the Board.

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-321

15-341

# ADVISORY 867

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

**CB ©  
SUPERINTENDENT**

The Board ~~shall~~ may employ a Superintendent, who ~~shall~~ will enforce the statutes and rules of the state of Arizona and the federal government, and the policies of the Governing Board of the District.

The administration of the school system in all aspects is the responsibility of the Superintendent, whose functions shall be carried out in accordance with the policies of the Board.

The Superintendent may establish regulations for the administration of the District that are in compliance with applicable statutes or regulations of the Arizona Administrative Code and the policies of the Governing Board. These regulations are binding on the employees of this District and students in the schools.

Adopted: \_\_\_\_\_

LEGAL REF.:  
A.R.S.  
15-503

# ADVISORY 868

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

CBA ©  
**QUALIFICATIONS AND DUTIES  
OF THE SUPERINTENDENT**

~~(Performance Responsibilities)~~

**Qualifications**

The Superintendent shall have appropriate qualifications as determined by the Governing Board by action taken at a public meeting.

The Superintendent shall ~~supervise, either directly or through delegation, all activities and all personnel of the school system according to the laws of the state of Arizona, rules of the Arizona State Board of Education, and adopted policies of the Governing Board.~~ have a valid fingerprint card issued pursuant to A.R.S. 41-1758.03.

**Duties**

The Superintendent is the District's chief executive officer and the administrative head of all divisions and departments of the school system. It is the Superintendent's duty to administer the policies of the Board and to provide leadership for the entire school system. The Superintendent is the professional consultant to the Board and, in this capacity, makes recommendations to the Board for changes in Board policies and the educational program.

The Superintendent, as chief administrative officer of the District, shall supervise, either directly or through delegation, all activities and all personnel of the school system according to the laws of the state of Arizona, rules of the Arizona State Board of Education, and adopted policies of the Governing Board.

The Superintendent provides the initiative and the technical guidance for the improvement of the total program of the school system. The delegation of authority for the operation of the various functions of the school system is one of the Superintendent's duties. The Superintendent is, however, responsible to the Board for all functions of the District, including but not limited to those listed below.

***Education:***

- A. Administers the development, coordination, maintenance, and evaluation of ~~the educational program, including the special education program~~ all educational programs.

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

B. Supervises methods of teaching, supervision, and administration in effect in the schools.

C. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means.

D. Keeps the public informed about modern education practices, educational trends, and the policies, practices, and problems in the District schools.

***Management:***

A. Ensures that all activities of the District are conducted in accordance with the laws of the state of Arizona, the regulations of the Arizona Board of Education, and the policies of the Governing Board.

B. Assumes responsibility for the overall financial planning of the District and for the preparation of the annual budget, and submits submission of it to the Board for review and approval.

C. Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to direction and approval of the Board.

D. Maintains ~~or has maintained~~ adequate records for the schools, including, but not limited to:

1. financial accounts,
2. business and property records,
3. personnel,
4. school population,
5. student records including verifiable documentation of each student's residency in this state in accordance with guidelines and forms adopted by the Arizona Department of Education, and
6. scholastic records.

E. Provides suitable instructions and regulations to govern the maintenance of District properties.

F. Provides suitable instructions and regulations to govern the safety and transportation of students.

G. Assumes responsibility for the use of buildings and grounds.

H. Recommends the locations and sizes of new school sites and of additions to existing sites; the locations and sizes of new buildings; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the District.

I. Oversees the processing and submission of required reports.

J. Interprets the budget and finances to the community.

K. Remains current on new legislation and implements laws to the best advantage of the District.

***Governing Board:***

A. Attends and participates in all meetings of the Board and its committees, except when excused by the Board.

B. Takes prompt action to implement all directives of the Board.

C. Advises the Board on the need for new and/or revised policies.

D. Provides timely advice to the Board on the implication of changes in statutes or regulations affecting education.

E. Informs and advises the Board about programs, practices, and problems of the schools, and keeps the Board informed of the activities operating under the Board's authority.

F. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such facts, objective information, and reports as are needed to ensure the making of informed decisions.

G. Develops and implements rules and regulations in keeping with Board policy.

H. Acts as chief public relations agent for the District.

I. Acts on own discretion if action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable, and recommends policy guidance in the future.

***Personnel:***

- A. Recommends to the Board the appointment or dismissal of all employees of the District.
- B. Ensures that all employees are evaluated in accordance with the schedule established by the Board.
- C. Determines assignments, defines the duties, and coordinates and directs the work of all employees of the District.
- D. Recommends all promotions, demotions, and salary changes to the Board.
- E. Communicates to all employees all actions of the Board relating to personnel matters, and receives from employees all communications to be made to the Board.

~~The Superintendent shall have a valid fingerprint card issued pursuant to A.R.S. 41-1758.03.~~

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-503

15-802

38-201

41-1758

A.A.C.

R7-2-603

CROSS REF.:

CBI - Evaluation of Superintendent



# ADVISORY 869

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

**CBCA ©  
DELEGATED AUTHORITY**

The Governing Board delegates to the Superintendent, among other powers, the authority to perform the following acts without the need for prior Board approval:

A. To give notice to teachers, pursuant to A.R.S. 15-536, of the Board's intention not to offer a teaching contract.

B. To give notice to teachers, pursuant to A.R.S. 15-538.01, of the Board's intention not to offer a teaching contract and to dismiss the teacher.

C. To give notice to an administrator or certificated school psychologist, pursuant to A.R.S. 15-503, of the Board's intention not to offer a new contract.

D. To issue to teachers, pursuant to A.R.S. 15-536, 15-538, and 15-539, written preliminary notices of inadequacy of classroom performance, reporting such issuance to the Governing Board within ten (10) school days.

E. To assign any employee to any position in the District for which the employee is qualified. Any reduction or increase in an employee's salary must have Governing Board approval.

F. To procure goods, services or construction in an amount not to exceed one hundred thousand dollars (\$100,000). All procurement shall comply with the State Board of Education procurement code (School Procurement Code and the Uniform System of Financial Accounting).

G. To close any or all schools, buildings, or other facilities as permitted by law.

H. To delegate to others any of the powers and duties specifically assigned to the Superintendent, unless otherwise specifically limited by statute or Board action. The Superintendent shall continue to be responsible to the Board for the satisfactory execution of the delegated power and duties.

Lines of authority shall be clearly outlined by the Superintendent by means of organization charts, job descriptions, and administrative regulations and directives.

Adopted: \_\_\_\_\_

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

LEGAL REF.:

A.R.S.

15-503

15-536

15-538

15-538.01

15-539

15-341

15-806

A.A.C.

R7-2-1007

CBCA-R ©

REGULATION

DELEGATED AUTHORITY

(School Administration)

The primary duty of a principal is to administer and supervise the instructional program. A principal, as the educational leader of the school, will administer and supervise the school in accordance with policies and administrative regulations of the District.

A principal will be directly responsible to and will report only to the Superintendent and will keep the Superintendent informed of the conditions and needs of the school. All duties, authority, and responsibilities of the principal will be delegated only by the Superintendent. These duties may include, but are not limited to, the following:

A. A principal is responsible for the operation of the educational program of the school.

B. A principal is responsible for the supervision and evaluation of the building staff members.

C. A principal will maintain discipline on the part of personnel and students.

D. A principal will care for and protect the building, the equipment, the grounds, and other school property.

E. A principal will maintain school records and prepare reports.

F. A principal will take reasonable precautions to safeguard the health and welfare of students and staff members, will report accidents, will formulate plans for emergencies, and will conduct evacuation drills each school month and keep written records of such drills.

G. A principal will be responsible for maintaining a close relationship with the community and should interpret the educational program to the citizens of the District.

H. A principal will, by advanced study, by visits to school systems in other areas, by attendance at educational conferences, and by other means remain well informed relative to modern educational thought and practice.

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# ADVISORY 870

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**CBI ©  
EVALUATION OF SUPERINTENDENT**

**Executive Session**

Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus.

**Evaluation Process**

The Governing Board shall evaluate the Superintendent at least once each year.

Prior to the academic year, the Board and Superintendent will meet to agree on an evaluation instrument. The evaluation(s) shall relate to the Superintendent's duties, responsibilities, and progress toward established goals. The Superintendent shall provide each member of the Board a copy of the agreed upon evaluation instrument not later than September 1.

The Board President shall schedule a meeting not later than March 30, when the Board will devote an executive session to the evaluation of the Superintendent's performance, to discuss working relationships between the Superintendent and the Board, and to review the Superintendent's contract (with the Superintendent present).

~~Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus.~~

A copy of any written evaluation shall be given to the Superintendent. If in disagreement with such evaluation, the Superintendent may respond in writing to the Governing Board.

The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.

### **Contract Modifications**

Upon the conclusion of the evaluation, the Governing Board may determine whether any changes in the compensation and benefits or contract term of the Superintendent are warranted, subject to the following:

If the Superintendent's contract with the School District is for multiple years, the School District shall not offer to extend or renegotiate the contract until no earlier than fifteen (15) months before the expiration of the contract.

If the Superintendent's contract with the School District is for a single year, on or before May 15 of each year the Board shall offer a contract for the next school year to the Superintendent unless, on or before April 15, the Board gives notice to the Superintendent of the Board's intention not to offer a new administrative contract; this contract may or may not be for the position of Superintendent. Acceptance of this contract must be in writing within thirty (30) days or the offer is revoked.

#### **Exception: Override Election**

If the Governing Board calls for an override election per A.R.S. 15-481, it shall offer a contract to certified administrators on or before June 15 unless timely notice is given, per A.R.S. 15-503(D), of the Governing Board's intent not to offer a new contract.

~~The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.~~

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-341

15-503

CROSS REF.:

CBA - Qualifications and Duties of the Superintendent

CBI-EA ©

EXHIBIT

EVALUATION OF SUPERINTENDENT

***(Districts may choose either CBI-EA or CBI-EB)***

Evaluation Rating Symbols

O = Outstanding; S = Satisfactory; N = Needs Improvement;  
U = Unsatisfactory; X = Not Observed

Note: Any rating of outstanding, needs improvement, or unsatisfactory requires the evaluator to list specific information in the Comments section that justifies and supports such rating.

**A. Education**

O S N U X

A. Administers the development, coordination, maintenance, and evaluation of the educational program, including the special education program.

O S N U X

B. Supervises methods of teaching, supervision, and administration in effect in the schools.

O S N U X

C. Keeps informed of modern educational practices and thought by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means.

O S N U X

D. Keeps the public informed about modern education practices, educational trends, and the policies, practices, and problems in the District schools.

***Comments regarding Section A:***

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



**B. Management**

O S N U X

A. Ensures that all activities of the District are conducted in accordance with the laws of the state of Arizona, the regulations of the Arizona Board of Education, and the policies of the Governing Board.

O S N U X

B. Assumes responsibility for the overall financial planning of the District and for the preparation of the annual budget, and submits it to the Board for review and approval.

O S N U X

C. Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to direction and approval by the Board.

O S N U X

D. Maintains or has maintained adequate records for the schools, including financial accounts; business and property records; and personnel, school population, and scholastic records.

O S N U X

E. Provides suitable instructions and regulations to govern the maintenance of school properties.

O S N U X

F. Provides suitable instructions and regulations to govern the transportation of students.

O S N U X

G. Assumes responsibility for the use of buildings and grounds.

*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 S N U X

H. Recommends the locations and sizes of new school sites and of additions to existing sites; the locations and sizes of new buildings; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the District.

O S N U X

I. Oversees the processing and submission of required reports.

O S N U X

J. Interprets the budget and finances to the community.

O S N U X

K. Remains current on new legislation and implements laws to the best advantage of the District.

***Comments regarding Section B:***

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

**C. Governing Board**

O S N U X

A. Attends and participates in all meetings of the Board and its committees, except when excused by the Board.

O S N U X

B. Takes prompt action to implement all directives of the Board.

O S N U X

C. Advises the Board on the need for new and/or revised policies.

O S N U X

D. Provides timely advice to the Board on the implication of changes in statutes or regulations affecting education.

O S N U X

E. Informs and advises the Board about programs, practices, and problems of schools, and keeps the Board informed of the activities operating under the Board's authority.

O S N U X

F. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such facts, objective information, and reports as are needed to ensure the making of informed decisions.

O S N U X

G. Develops and implements rules and regulations in keeping with Board policy.

O S N U X

H. Acts as chief public relations agent for the District.

*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 S N U X

I. Acts on own discretion if action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable, and recommends policy guidance in the future.

***Comments regarding Section C:***

**D. Personnel**

O S N U X

A. Recommends to the Board the appointment or dismissal of all employees of the District.

O S N U X

B. Ensures that all employees are evaluated in accordance with the schedule established by the Board.

O S N U X

C. Determines assignments, defines the duties, and coordinates and directs the work of all employees of the District.

O S N U X

D. Recommends all promotions, demotions, and salary changes to the Board.

O S N U X

E. Communicates to all employees all actions of the Board relating to personnel matters, and receives from employees all communications to be made to the Board.

***Comments regarding Section D:***

***Summary:***

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

**CBI-EB ©**

**EXHIBIT**

**EVALUATION OF SUPERINTENDENT  
SUPERINTENDENT EVALUATION HANDBOOK  
AND  
SUPERINTENDENT EVALUATION TOOL**

***(Districts may choose either CBI-EA or CBI-EB)***

To view/access the District's Superintendent Evaluation Tool Guidance Handbook created by ASA/ASBA, [click here](#).

To view/access the District's Superintendent Evaluation Tool created by ASA/ASBA, [click here](#).

# ADVISORY 871

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

~~CCB ©~~  
~~LINE AND STAFF RELATIONS~~

***Remove per PA 871 - April 2025 (Added to CBCA).***

~~Unless otherwise specifically limited by statute or Board action, any of the powers and duties specifically assigned to the Superintendent may be delegated to others serving under the Superintendent. However, the Superintendent shall continue to be responsible to the Board for the satisfactory execution of the delegated power and duties.~~

~~Lines of authority shall be clearly outlined by the Superintendent by means of organization charts, job descriptions, and administrative regulations and directives.~~

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



~~CCB-R ©~~

REGULATION

~~LINE AND STAFF RELATIONS~~

~~(School Administration)~~

*Remove per PA 871 - April 2025* (Added to CBCA-R).

~~The primary duty of a principal is to administer and supervise the instructional program. A principal, as the educational leader of the school, will administer and supervise the school in accordance with policies and administrative regulations of the District.~~

~~A principal will be directly responsible to and will report only to the Superintendent and will keep the Superintendent informed of the conditions and needs of the school. All duties, authority, and responsibilities of the principal will be delegated only by the Superintendent. These duties include, but are not limited to, the following:~~

~~A. A principal is responsible for the operation of the educational program of the school.~~

~~B. A principal is responsible for the supervision and evaluation of the building staff members.~~

~~C. A principal will maintain discipline on the part of personnel and students.~~

~~D. A principal will care for and protect the building, the equipment, the grounds, and other school property.~~

~~E. A principal will maintain school records and prepare reports.~~

~~F. A principal will take reasonable precautions to safeguard the health and welfare of students and staff members, will report accidents, will formulate plans for emergencies, and will conduct evacuation drills each school month and keep written records of such drills.~~

~~G. A principal will be responsible for maintaining a close relationship with the community and should interpret the educational program to the citizens of the District.~~

~~H. A principal will, by advanced study, by visits to school systems in other areas, by attendance at educational conferences, and by other means remain well informed relative to modern educational thought and practice.~~

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

# **ADVISORY 872**

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

CFD ©  
SCHOOL - BASED MANAGEMENT

(School Councils)

**Establishment**

~~A school council shall be established at each school.~~ The Governing Board may delegate to a school council the responsibility to ~~develop~~ provide input for a curriculum and may delegate any additional powers that are reasonably necessary to accomplish decentralization.

~~The Board authorizes the establishment of a school council at each school site. The school council shall follow regulations promulgated by the Board. The authority extended to the school council(s) is to design curricular and instructional strategy/design models that promote the District mission/goals statement.~~

**Exception for Small Districts.** If a District has only one (1) school or fewer than six hundred (600) students, it is not required under Arizona statutes to have a program of school-based management as outlined in Arizona statutes, and the Governing Board elects not to have such a program.

**Purpose**

The school council shall provide input for the creation of curricular and instructional strategies/designs that meet the unique learning needs of the students served at each school.

~~A shared "vision" for curricular and instructional strategies/designs and the involvement of a variety of the members of the school and community who will be most affected by the results are essential.~~

~~Curricular and instructional strategies/designs that result from such shared decision making are limited only by the requirements that they be consistent with and fulfill the mission/goal statements, beliefs, and adopted Board policies of the District and comply with the laws and regulations of the state of Arizona and the United States.~~

This shared decision making shall not supersede Board/Superintendent decision-making responsibilities unless waived by the Board.

## **Membership**

The school council at each school shall take into consideration the ethnic composition of the local community and ~~initially~~ shall be composed of:

- A. Parents or guardians of students enrolled in the school who are not employed by the District in the school of proposed membership.
- B. Teachers.
- C. Noncertificated employees.
- D. Community members.
- E. Students if the school is a high school.
- F. The principal of the school.

## **Selection**

Initially, each of the above school council members shall be selected in the manner and by the procedure specified in A.R.S. 15-351. The school council shall then adopt written guidelines that specify the number of school council members and the methods for the selection of school council members. Thereafter, representatives shall be selected by their groups in the manner determined.

There must be an equal number of teachers and parents of pupils enrolled in the school on the council, and they shall constitute a majority of the council members.

The principal will serve as chairperson of the school council unless another person is elected by a majority of the school council members.

Adopted: \_\_\_\_\_

### **LEGAL REF.:**

A.R.S.  
15-351  
15-352  
43-1089.01  
A.G.O.  
I99-018

### **CROSS REF.:**

BDD - Board-Superintendent Relationship  
CBCA – Delegated Authority  
~~CCB – Line and Staff Relations~~

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

CFD-R ©

REGULATION

**SCHOOL - BASED MANAGEMENT**

**(School Councils)**

~~The District endorses shared decision-making contingent upon a school council fulfilling the following elements:~~

- ~~A. Curricular and instructional implementation strategies/designs must fulfill the mission statement and adopted beliefs of the District.~~
- ~~B. The school council should carefully follow the processes, including brainstorming, consensus building, and pyramiding. This is "vision" creation, as opposed to a problem solving process.~~
- ~~C. The school council must fully analyze and explore current resources and assess options for reaching their vision of excellence.~~
- ~~D. The school council, with approval by the principal, will, at scheduled intervals, monitor and evaluate implementation based on a written evaluation plan. The evaluation plan must include some demonstrably valid, quantifiable measures of progress.~~

**Role and Responsibility of the School Council**

***The council:***

- A. Is advisory to the school administrative staff.
- B. Is a representative group that solicits input from parents, community, and staff members.
- C. Reviews literature and data.
- D. Makes recommendations for school improvement.
- E. Monitors implementation structure for new instructional designs.
- F. Promotes a shared decision-making model that involves all constituencies in fulfilling the mission and goals of the District.
- G. Provides local leadership and representation in the school decision-making structure.

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~~There may be a tendency for a school council to lose its understanding of extended ownership to groups affected by its decisions, and, in effect, become a new local bureaucracy. To avoid this result, employees must be aware and remind one another that the movement to shared decision making at the school level is not for the purpose of creating new, smaller bureaucracies to replace a larger bureaucracy, but, rather, a movement to involve all constituencies in fulfilling the mission and beliefs of the District.~~

### ~~Proposal Outline~~

~~Shared decision-making proposals are for the purpose of creating new and effective curricular and instructional strategies/designs and increasing student learning. All proposals shall be submitted to the principal and shall, as nearly as possible, follow the outline identified below.~~

#### ~~*Shared decision making — curricular and/or instructional strategy/design plan process proposal requirements:*~~

- ~~A. Documentation that the new curricular and instructional design was developed in conjunction with parents, students, teachers, and support personnel.~~
- ~~B. Documentation of parent, student, teacher, and support staff support of the program.~~
- ~~C. Proposal development:
  - ~~1. Needs assessment.~~
  - ~~2. Goals.~~
  - ~~3. Measurable performance objectives.~~
  - ~~4. Proposal implementation (activities):
    - ~~a. Staffing.~~
    - ~~b. Materials, supplies, equipment.~~
    - ~~e. Facilities.~~
    - ~~d. Staff training.~~
    - ~~e. Support services.~~~~
  - ~~5. Time line (calendar of events).~~
  - ~~6. Evaluation design.~~
  - ~~7. Budget.~~~~
- ~~D. Statement(s) of assurances that the proposal is:~~

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- ~~1. To increase the efficiency and effectiveness of the school.~~
- ~~2. To increase academic achievement for "all" students.~~

~~E. Provision of a dissemination plan.~~

~~F. Provision of a monitoring plan.~~

### **~~Conflict Resolution~~**

~~If a school council's curricular and/or instructional strategy/design plan conflicts with an existing Board approved program or policy, the following steps can be taken:~~

~~A. The school council shall attempt to design an alternative plan that arrives at the same intended outcomes without violation or conflict with the Board approved program or policy.~~

~~B. If this cannot be accomplished, the school council may request a waiver for a strategy/design plan that conflicts with existing Board approved programs or policies.~~

~~C. If a plan requires waivers, it must be approved by the principal and brought to the Superintendent for approval and possible submission to the Board.~~

~~D. Waivers may be granted for temporary and specific periods of time and will be evaluated in light of the plan's ability to better implement the mission statement and adopted beliefs of the District.~~

### **~~Requests for Additional Authority~~**

~~Additional responsibilities and authority may be delegated to a school council if deemed necessary by the Board. The school council may request additional authority to accomplish delegated responsibilities by submitting a written proposal to the Superintendent, which must contain the elements identified below.~~

~~A. The principal's statement of support.~~

~~B. Motion of the council to request additional authority and vote count.~~

~~C. Specific authority requested and reason for request, analyzing how the request will improve the program for all children.~~

~~D. Possible impact of additional authority on personnel use and cost of programs to be improved.~~

~~E. Suggested date of termination of authority unless reapproved by the Governing Board~~

CFD-E ©

EXHIBIT

SCHOOL - BASED MANAGEMENT  
SCHOOL COUNCILS

*Remove per PA 872 - April 2025*

~~Research has identified characteristics of effective schools. Such research makes it clear that the most influential unit of effective school change or improvement is the individual school demonstrating the following characteristics:~~

- ~~A. Consensus on explicit instructional goals and beliefs (mission statement).~~
- ~~B. District-level support for school improvement; Governing Board, administration, and staff commitment to current research and the District-adopted mission statement.~~
- ~~C. Ongoing staff development and training.~~
- ~~D. High level of parental involvement and support.~~
- ~~E. Individual school autonomy and flexibility in the development of new curricular and instructional designs.~~
- ~~F. Collaborative, collegial instructional planning.~~
- ~~G. A focus on basic skills acquisition.~~
- ~~H. An emphasis upon higher-order cognitive skills.~~
- ~~I. Teacher responsibility for effective instructional and classroom management decisions and practices.~~
- ~~J. Teacher/parent accountability and acceptance of responsibility for student performances.~~
- ~~K. A safe, orderly, and disciplined school climate.~~
- ~~L. Strong instructional leadership.~~
- ~~M. Frequent monitoring of student progress.~~
- ~~N. Measurable student performance outcomes.~~

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



**CFD ©  
SCHOOL - BASED MANAGEMENT  
(School Councils)**

*Remove per PA 872 - April 2025* (Merged "Small District" version with "All District" version.)

~~The District, having only one (1) school or fewer than six hundred (600) students, is not required under Arizona statutes to have a program of school-based management as outlined in Arizona statutes, and the Governing Board elects not to have such a program.~~

~~Adopted: November 20, 2005~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-351~~

~~15-352~~

~~43-1089.01~~

~~A.G.O.~~

~~199-018~~

~~CROSS REF.:~~

~~BDD—Board Superintendent Relationship~~

~~CCB—Line and Staff Relations~~

## **ADVISORY 873**

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

**CHD ©  
ADMINISTRATION IN THE  
ABSENCE OF POLICY**

The Superintendent shall have the authority to implement action if a situation should develop that is not covered by established Board policy. It is the Superintendent's duty to inform the Board of any such action and of the need to develop an official policy.

Adopted: \_\_\_\_\_

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-321~~

# ADVISORY 874

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

**CK ©  
ADMINISTRATIVE CONSULTANTS**

Professional consultants from the Arizona School Boards Association, the Arizona Department of Education, universities, and colleges, as well as other resource persons, may be used when such services will be helpful in the improvement of the ~~instructional program~~ curricula, physical plant and other requirements of the District. All consultants shall be approved by the Superintendent prior to the invitation and arrangement for such visitation.

Adopted: \_\_\_\_\_

LEGAL REF.:  
A.R.S.  
15-343

# ADVISORY 875

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

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SCHOOL DISTRICT ANNUAL REPORT

Districts are responsible for filing several annual reports including but not limited to the ones listed below.

**Academic Annual Report**

The Board shall make an annual report to the County School Superintendent on or before October 1 each year in the manner and form and on the forms prescribed by the Superintendent of Public Instruction or County School Superintendent. The Board shall also make reports directly to the County School Superintendent or the Superintendent of Public Instruction whenever required.

If the District has been assigned a letter grade of A pursuant to A.R.S. 15-241 during at least two (2) out of the last three (3) consecutive years and has not been assigned a letter grade of C, D, or F during the same three (3) years the District may receive exemptions from statutes and rules prescribed in statute. Should the District believe it qualifies for an exemption the District may submit a request for exemption to the Arizona State Board of Education. The State Board of Education shall review and may approve the exemption submitted by the District. The State Board of Education will not approve exemptions that directly apply to specific areas as noted in A.R.S. 15-215.

**~~Guaranteed Energy Cost  
Saving Contract Annual Reports~~**

~~The District shall report to the School Facilities Board annually, not later than October 15 actual energy and cost savings pursuant to a guaranteed energy cost savings contract.~~

~~The District shall also report for any guaranteed energy cost savings contract to the Department of Commerce Energy Office and the School Facilities Board:~~

- ~~A. The name of the project.~~
- ~~B. The qualified provider.~~
- ~~C. The total cost of the project.~~
- ~~D. The expected energy cost savings and relevant escalators.~~

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~~The District shall retain savings achieved by a guaranteed energy cost saving contract, which may be used to pay for contract and project implementation.~~

**Financial Annual Report**

The Governing Board shall publish an annual financial report for the prior fiscal year by November 15 of each year, using the format prescribed by the Auditor General per A.R.S. 15-904. This financial report shall be prepared and distributed by the District by October 15, including to the Country School Superintendent. On or before October 15 the Governing Board shall submit the annual financial report for the previous fiscal year to the Arizona Department of Education (ADE).

Adopted: \_\_\_\_\_

LEGAL REF.:

A.R.S.

15-213.01

15-215

15-341

15-904

CROSS REF.:

DBF - Budget Hearings and Reviews/Adoption Process

DIC - Financial Reports and Statements



## Memorandum

**To:** KUSD Governing Board

**From:** Dr. Gretchen Dorner, Superintendent

**Re:** Non-district online student regulation for participation in KUSD Athletics

### FOR AGENDA

- Possible action to allow or deny eligibility to Arizona online charter students to participate in KUSD Interscholastic sports team.

### FOR PACKET

Currently, per prior board discussion, KUSD precludes any student enrolled in a public or charter online school from participating with any KUSD interscholastic program. The only students currently eligible to play for KUSD interscholastic teams are home school students. The KUSD Governing Board can annually decide to make an exception for online charter school students. (Article 15, Enrollment Rule)

15.3.1.2 Online Charter School Students – Notwithstanding any other bylaw, a student who is enrolled in an Arizona online charter school and who is domiciled within the attendance zone of a member school, may be allowed to try out for interscholastic athletics and activities on behalf of that member school, **if permitted by the member school's governing board. On an annual basis, prior to the beginning of the school year, the member school governing board shall determine by formal board action whether it will permit online charter school students to try out for interscholastic athletics and activities and said board determination will remain in effect for that school year. If permitted, the member school may charge online charter school students additional fees to participate in interscholastic athletics and activities.**

## ARTICLE 15

### STUDENT ELIGIBILITY RULES

#### 15.1 STUDENT ELIGIBILITY REQUIREMENTS

15.1.1 All participants in interscholastic activities must be in compliance with all student eligibility rules. The student eligibility rules are enumerated and presented in detail in Article 15 of the AIA Bylaws.

15.1.1.1 Failure to meet all eligibility requirements by all participants while participating in an interscholastic event may result in forfeiture or disqualification by the offending school and/or such other disciplinary action as the AIA Executive Board may impose. The disciplinary actions authorized in the event of a violation of the AIA rules and regulations are: Advisement, Warning, Probation, Disqualification and Forfeiture. (See Article 16, Section 1) The AIA Executive Board shall consider possible violations of the AIA rules and regulations at its regularly scheduled meeting or at a special meeting. A special meeting to hear a violation report may be called by the President of the AIA Executive Board at any time deemed necessary. The President shall call a special meeting when so directed by a majority of the AIA Executive Board. At the discretion of the AIA Executive Board, said special meeting may be held by telephone conference call.

#### 15.2 APPLICATION OF STUDENT ELIGIBILITY RULES

15.2.1 No part of the student eligibility rules shall be set aside, nor shall any attempt be made to set aside by mutual agreement of any participating schools or their agents, for any contest whatsoever. The student eligibility rules shall not be supplemented or supplanted in any contest under the jurisdiction of the AIA.

15.2.2 The student eligibility rules apply to all interscholastic competition in sports governed by the association and portions thereof to nonathletic activities, as applicable, and as set forth in Articles 36, 37, 38, 39, 40, 41 and 42 of the AIA Bylaws.

15.2.3 Prior to participation, the school principal or his/her designated representative shall have determined that each participant is in compliance with all provisions of the eligibility rules as enumerated in Article 15.

#### 15.3 ENROLLMENT RULE

15.3.1 Only students enrolled at a member school in grades 9 through 12, inclusive, shall be eligible for interscholastic competition, team practices and tryouts. For purposes of this rule, a student's school of enrollment is defined as the school where the student's permanent grades/records are maintained and from which the student will be eligible to graduate. (**Emergency Legislation – Ex. Brd 3/21/22**)

15.3.1.1 EXCEPTION: A home school student may be eligible if said student is in compliance with A.R.S. §15-802.01.

*DETERMINATION: Considering the terms, spirit and intent of ARS §15-802.01, a home school student who has made a full and good faith effort to participate in a particular interscholastic sport or activity at the school in the student's attendance area, but been unsuccessful, may then utilize the provisions and process set out in 15.10.5 and related subsections (Form 550), and obtain eligibility at the receiving school in that particular sport or activity. (Ex. Bd. 8/14/09)*

15.3.1.2 Online Charter School Students – Notwithstanding any other bylaw, a student who is enrolled in an Arizona online charter school and who is domiciled within the attendance zone of a member school, may be allowed to try out for interscholastic athletics and activities on behalf of that member school, if permitted by the member school's governing board. On an annual basis, prior to the beginning of the school year, the member school governing board shall determine by formal board action whether it will permit online charter school students to try out for interscholastic athletics and activities and said board determination will remain in effect for that school year. If permitted, the member school may charge online charter school students additional fees to participate in interscholastic athletics and activities.

(Section 15.3 cont'd. on next page)

All other eligibility requirements shall apply to online charter school students consistent with requirements established for students enrolled in that member school, including but not limited to, that the online charter school shall submit to the member school written verification that, in a manner and timeline that is consistent with the member school's policies, the student is both: 1) receiving a passing grade in each course or subject being taught, and 2) maintaining satisfactory progress towards advancement or promotion.

A student who is enrolled in an online charter school and who was previously enrolled in a school that is part of a school district is not eligible to participate in interscholastic athletics or activities for the remainder of the school year during which the student was enrolled in a school that is part of a school district.

- 15.3.2 In order to establish eligibility for that semester, a student's initial enrollment shall be no later than the 14<sup>th</sup> official school day of the semester. If a student's initial enrollment occurs after the 14<sup>th</sup> official school day of the semester, he/she is ineligible for that semester.

***DETERMINATION:** The AIA Executive Director, as designee of the AIA Executive Board, may rule on the eligibility of a student who enrolls after the 14<sup>th</sup> official school day of a session. (Ex. Bd. 4/15/96)*

- 15.3.3 In case of initial enrollment after the first official school day and by the 14<sup>th</sup> official school day, a student shall have been in attendance for as many days as he/she missed from the opening day of the semester before eligibility can be established.

- 15.3.4 In order to maintain eligibility, a student shall demonstrate regular attendance.

#### **15.4 ACADEMIC RULE**

- 15.4.1 A student must be enrolled in a minimum of five courses the first six semesters of high school and a minimum as determined by the district during the seventh and eighth semesters. The configuration and method of course delivery shall be as determined by the member school.

#### **15.5 DOMICILE**

- 15.5.1 Domicile – Except as otherwise stated in Article 15, a domicile is a place where a person has his/her true, fixed and permanent home, and to which, whenever absent, he or she has the intention of returning. A student shall have only one domicile for the purposes of these eligibility rules.

##### 15.5.2 Special Domicile Placements

- 15.5.2.1 Ninth-Grade Enrollment – Except as stated in 15.15, an eighth grade student graduate enrolling in the ninth grade for the first time may attend any member high school and be eligible for interscholastic activities. This recognizes the concept of open enrollment. Upon any transfer by the student after the initial enrollment in the ninth grade, the Transfer Rule applies.

- 15.5.2.2 Legal Guardian – Except in the case of a foreign exchange student or an international student under 15.15, a student for whom a legal guardian has been appointed by a court of competent jurisdiction may be declared eligible at the school in attendance zone in which said legal guardian is domiciled by petitioning as outlined in the AIA Bylaws under Article 15, Section 15.14 Hardship. (*Form 15.5.2*). For purposes of this rule, a court of competent jurisdiction does not include courts outside the United States.

***DETERMINATION:** The AIA Executive Director, as designee of the AIA Executive Board, may rule on the eligibility of a student for whom a legal guardian has been appointed by a court of competent jurisdiction. (Ex. Bd. 4/15/96)*

- 15.5.2.2.1 EXCEPTION: If a legal guardianship appointment has been in effect for at least two years prior to the student's participation in interscholastic competition, it shall not be necessary to petition the AIA Executive Board for domicile hardship eligibility.

- 15.5.2.2.2 The use in interscholastic competition of a student for whom a legal guardian has been appointed, without compliance with the above requirements, shall constitute the use of an ineligible player.

*(Section 15.5 cont'd. on next page)*

- 15.5.2.2.3 Where it is determined by the Executive Board or the Executive Director that athletic motivation and/or circumvention of AIA domicile requirements is involved in the legal guardianship, this is sufficient in and of itself for denial of the hardship request (see 15.14.1.4).
- 15.5.2.3 Ward of the Court - A student who is a ward of the court or the state and is placed in a school by court order may become eligible for interscholastic competition at that school by petitioning for and receiving approval of the AIA Executive Board as outlined in the AIA Bylaws under Article 15, Section 14 Hardship. (Form 15.5.3).
- 15.5.2.4 Dual Enrollment - A student registered in dual enrollment or in special programs at a school outside the attendance zone within that school district in which his/her parents are domiciled is eligible to participate in interscholastic competition at the school where the student's permanent records are maintained. The student is eligible for interscholastic competition at that school only.
- 15.5.2.5 District Alternative School Students - Students attending a Cognia Commission on Accreditation & School Improvement accredited alternative school that is void of any AIA interscholastic activity programs are eligible to participate in such activities at their home school (school of domicile). All AIA and school district eligibility requirements must be met.
- 15.5.2.6 Deaf and Blind Students
- 15.5.2.6.1 A student enrolled in an AIA member school who also qualifies for enrollment at Phoenix Day School for the Deaf or Arizona State Schools for the Deaf and the Blind shall have primary interscholastic eligibility at the school in which he/she is enrolled. In the event the handicap precludes the student from participating in an activity at the school in which the student is enrolled, the student shall have eligibility at one of the aforementioned special program schools for that activity while maintaining enrollment and attendance at the school where enrolled.
- 15.5.2.6.2 If an Arizona state school for the deaf and blind does not offer a particular AIA sanctioned sport or activity, a student enrolled in said school may participate in that sport or activities at the AIA public member school nearest to the state school for the deaf and blind or at the AIA public member school in which the student's parents or legal guardians are domiciled. The student is not eligible under this provision without the mutual consent of the sending and receiving school principals.
- 15.5.2.7 First Time Enrollment from Out of State – Except as stated in 15.15, an out of state student whose parents/legal guardian have changed their domicile to and is attending high school for the first time in Arizona may attend any member high school without the transfer ineligibility period(s) provided under 15.10.1, 15.10.1.1 and 15.10.1.2 and be eligible for interscholastic activities and shall not be considered a transfer.

## 15.6 AGE LIMIT / BIRTH RECORD RULE

- 15.6.1 Age Limits – If a student becomes 19 years of age on or after September 1, he/she is eligible to compete for the remainder of that school year. If he/she becomes 19 years of age before September 1, he/she is not eligible for any part of that school year.
- 15.6.2 Birth Records – Acceptable record of birth shall be submitted before a student's name is placed on an eligibility list for varsity participation. Acceptable records shall be:
- 15.6.2.1 Certified Birth Certificate – One certified by the appropriate state agency.
- 15.6.2.2 Acceptable Substitutes – Hospital Certificate of Birth with seal or appropriate signature; a Department of Commerce Certificate; a Bureau of Immigration Certificate; a Department of Justice Certificate; a Certificate of Indian Blood signed and sealed by the Department of Interior, Bureau of Indian Affairs; a birth registration card issued by the State of Arizona Department of Health Services with seal; or a passport issued to a United States citizen (born in the United States or a naturalized citizen) by the State Department of the United States.
- 15.6.2.3 Verification of Birth – Verification of birth may also be established when three reputable sources of information acceptable to the AIA Executive Board all agree as to the date of birth (i.e., school records, immunization records, etc.). Such documents must demonstrate utilization of the birth date over an extended period of time (i.e., each document should reflect issue dates encompassing a number of years).

(Section 15.6 cont'd. on next page)

- 15.6.3 **Birth Record Retention** – A record of the certified birth certificate or an acceptable substitute shall be kept on file by the school. The certified birth certificate or acceptable substitute should be returned to the student.

## 15.7 **PHYSICAL EXAMINATION RULE**

- 15.7.1 A student shall not be allowed to practice or compete in interscholastic athletics until there is on file with the principal or his/her designee a record of a preparticipation physical examination (PPE) performed by a doctor of medicine (M.D.), an osteopathic physician (D.O.), a naturopathic physician (N.D., N.M.D.), a certified registered nurse practitioner (N.P.) licensed to practice, a certified physician's assistant (PA-C) registered by the Joint Board Of Medical Examiners and the Osteopathic Examiners in Medicine and Surgery, or a certified chiropractic sports physician (CCSP). The physical examination for the following school year shall be given **on or after March 1**. The physical examination on file shall be signed by one of the aforementioned medical providers and shall state that, in the opinion of the examining provider, the provider did not find any medical reason to disqualify the student from practice or competition in athletic contests. The principal or his/her designee, if deemed advisable, may require a student to be reexamined.

- 15.7.2 Member schools shall utilize the physical examination forms provided by the AIA. There shall be four parts:

- 15.7.2.1 **Part One – Annual Preparticipation Physical Evaluation** – To be completed and signed by the parent or guardian and student athlete. This form must also be signed by the examining medical provider. (*See Form 15.7-A*).
- 15.7.2.2 **Part Two – Annual Preparticipation Physical Examination** – To be completed and signed by the examining medical provider. (*See Form 15.7-B*).
- 15.7.2.3 **Part Three – Annual Preparticipation Acknowledgement** – To be completed and signed by parent or guardian and student athlete. (*See Form 15.7-C*).
- 15.7.2.4 **Part Four – Annual Preparticipation Consent to Treat Form** – to be completed and signed by the parent or guardian and student athlete (*See Form 15.7-D*).

- 15.8 **PARENTAL OR LEGAL GUARDIAN CONSENT RULE** – Parental or legal guardian consent is required before a student can be eligible to practice or compete in interscholastic competition. All students shall have on file with the principal or his/her designee appropriate permission in which the parent or legal guardian authorized participation.

- 15.8.1 It is recommended that such authorization state:  
I/We give our permission for \_\_\_\_\_ to participate in organized interscholastic athletics, realizing that such activity involves the potential for injury, which is inherent in all sports. I/We acknowledge that even with the best coaching, use of the most advanced protective equipment and strict observance of rules, injuries are still a possibility. On rare occasions, the injuries can be so severe as to result in total disability, paralysis, quadriplegia or even death.  
I/We acknowledge that I/we have read and understand this warning.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Player

- 15.9 **MAXIMUM PARTICIPATION RULE** – After a student first enrolls in the ninth grade, he/she has a maximum of eight semesters of opportunity and a maximum of four seasons of opportunity in each sport or activity. **Semesters 1-8 must be consecutive.**

- 15.9.1 Enrollment for at least fifteen school days during any semester, or participation in any interscholastic contest, constitutes a semester of opportunity and a season of opportunity.
- 15.9.2 A student's ineligibility during any semester or season does not affect application of the Maximum Participation rule and does not extend the number of semesters of opportunity or seasons of opportunity.
- 15.9.3 During a school year a student shall be eligible to participate in only one season of competition per sport, except freshman tennis.
- 15.9.4 **Absence for Reason Other Than Confinement or Disabling Illness of Self or Immediate Family** – A student absent from school for a period of more than ten consecutive school days for reasons other than a disabling illness or injury of himself/herself or a member of his/her immediate family shall be ineligible for the remainder of the semester or until he/she has been in attendance for the same number of days as he/she was absent. (*See Article 15, Section 3, Paragraph 5*).

(Section 15.9 cont'd. on next page)

15.9.5 Any period during which a student is not enrolled or is out of school due to suspension, expulsion or removal for disciplinary reasons shall be included for purposes of the Maximum Participation Rule.

**15.10 TRANSFER RULE** – Except as stated in 15.10.6, after enrolling and attending one or more classes, a student changing enrollment from one school (sending school) to another school (receiving school) shall be considered a transferring student. For information and record keeping purposes, the receiving and sending school shall reasonably cooperate and complete Form 550.

15.10.1 In team sports, a student shall be ineligible for all power ranked contests at the varsity level until after the first 50% of the maximum allowable Power Rankings regular season contests in those sports in which the student participated during the twelve (12) months immediately preceding the season in which the student is seeking eligibility. In sports permitting invitationals/tournaments, the student shall be ineligible for the first invitational/tournament. Participation is defined as a student participating in the sport during a regular season game as is specified by the AIA standardized calendar.

15.10.2 For individual sports, the student will be ineligible for 50% of **scheduled opportunities, including invitationals/tournaments** for that school.

15.10.3 In case of any subsequent transfer by the student, the student is ineligible for one year from the date of first attendance at the receiving school.

15.10.4 A transfer student who plays only in sub-varsity competitions shall have immediate eligibility but is ineligible to participate at the varsity level in regular season, tournaments, and post-season competitions for the season in that sport. A decision to participate only at sub-varsity levels must be made prior to the season of competition.

15.10.5 If a transfer occurs during the season in which the student participated during the twelve (12) months immediately preceding the season in which the student is seeking eligibility, or in which the student has practiced or tried out for a team during the current season, the student is ineligible for one year from the date of first attendance at the receiving school in that sport.

15.10.6 A transfer from an AIA member school (sending school) to a non-AIA member school that does not offer any interscholastic athletics, will not be considered a transfer.

15.10.6.1 A subsequent transfer from that non-AIA member school back to the sending school will also not be considered a transfer under 15.10.

15.10.6.2 A subsequent transfer from that non-AIA member school to an AIA member school other than the sending school will result in the appropriate transfer rule period of ineligibility.

15.10.7 (Form 550) - The sending school administration shall provide to the receiving school, via Form 550, the verification of activities in which a transferring student has participated. The receiving and sending school(s) shall **reasonably cooperate and complete Form 550**. Upon receipt by the receiving school of a completed Form 550, assuming all other eligibility requirements are met, the student becomes eligible for all interscholastic activities except for those activities in which the student has competed during the current or previous school year.

“Statement of Philosophy / Rationale for Transfer Rule”

- Promotes the educational philosophy that participation in interscholastic athletics is a privilege, which should not take a dominant role over academics;
- Recognizes the overwhelming administrative difficulty in attempting to determine the motives or reasons for each and every transfer, and, therefore, adopts a uniform objective standard to be followed by all member schools.
- Helps to protect opportunities for participation by students who attend school in the attendance zone of their domicile;
- Helps to protect and promote continuity of school programs;
- Serves as a deterrent to students running from or avoiding an athletic discipline that has been or may be imposed;

Except as otherwise stated, this rule is intended to and shall encompass any and all transfer situations and shall apply to any and all member schools, be they public, private or parochial.

NOTE: *The fact that a student may or may not have paid tuition has no bearing on the applicability of transfer rules.*

(Section 15.10 cont'd. on next page)

- 15.10.8 Transfer Rule Exceptions – A student who transfers from one high school (the “sending school”) to another high school (the “receiving school”), where there has been no change in domicile of parents or legal guardian, shall be eligible to participate in interscholastic activities at the receiving school when the following eligibility requirements has been fulfilled:
- 15.10.8.1 Ethnic Balance – In case of a transfer within a school district by a student under an approved compliance plan for racial balance (ethnic transfer), the period of ineligibility subsequent to such a transfer, if any, shall be determined by the district.
- 15.10.9 For the purposes of 15.10.6, a student enrolled at an AIA member school, who chooses to participate on a different team that competes in high school games during the AIA season of sport is considered a transfer. **This rule applies to the 12 months immediately preceding the season in which the student is seeking eligibility.**
- 15.10.9.1 A transfer back to the student’s original AIA member school shall be considered a **first** transfer with an ineligibility period the same as described in 15.10.1.
- 15.10.9.2 A subsequent transfer of eligibility to an AIA member school other than the original school will result in the student being ineligible for one year from the date of first attendance at the receiving school.  
***(Emergency Legislation – Ex Board – 12/12/2022)***
- 15.10.10 School Closures / Drop of AIA Membership – Upon closure or drop of AIA membership by the governing board, students may transfer at the beginning of the following semester to another school in the district as approved by the governing board, to the public high school of another district closest to the domicile of the parents, or to a private, parochial or BIE school and be automatically granted athletic eligibility.
- 15.10.11 When Sport or Nonathletic Activity Is Dropped by an AIA Member School – When a sport or nonathletic activity is dropped by a governing board, a student may transfer to a school that offers that sport or nonathletic activity and shall be eligible only in the sport or nonathletic activity that has been dropped at the school from which the student transferred. Said eligibility will be granted when the student enrolls in one of the following schools:
- 15.10.11.1 A private or parochial high school in the county in which the parents are domiciled.
- 15.10.11.2 The public high school within the same school district closest to the domicile of the parents.
- 15.10.11.3 In the event the district does not offer the sport or nonathletic activity in any of its schools, the student may transfer to the public high school of another district closest to the domicile of the parents.
- 15.10.11.4 The transfer rule shall apply to other interscholastic sports and activities in which the student participates.
- 15.10.12 Disciplinary Removal - A student suspended, expelled or otherwise removed for disciplinary reasons, including revocation or non-renewal of open enrollment, from one high school shall be ineligible for interscholastic competition in any other high school for one year or until all conditions for re-admittance have been fulfilled at the high school where the suspension, expulsion, open enrollment revocation or removal for disciplinary reasons occurred, whichever occurs first.

## 15.11 **AMATEUR RULE**

- 15.11.1 Each student, in order to represent his/her school in any AIA sanctioned contest, shall be and shall remain an amateur.
- 15.11.1.1 Name Image and Likeness (NIL): **A student-athlete may benefit from the use of their name, image and likeness (NIL) provided the NIL is not connected to his/her AIA sanctioned high school team or activity program. NIL activities consistent with the guidelines in AIA bylaw 15.11.1.2 will not result in loss of amateur status. NIL activities may not be utilized to violate AIA bylaw 15.12 (Recruitment Rule). A student that is in violation of this bylaw and shall immediately lose eligibility if that student, his/her family member, or anyone else on behalf of that student, enters into an agreement with an individual, corporate entity, partnership, association, or any other party or organization which violates the guidelines in AIA bylaw 15.11.1.2.**

*(Section 15.11 cont'd. on next page)*

- 15.11.1.2 **NIL Guidelines:** A student-athlete may benefit from the use of their name, image, and likeness (NIL) provided:
- 15.11.1.2.1 The compensation is not contingent on athletic performance or achievement
  - 15.11.1.2.2 The compensation is not an incentive to enroll in or remain enrolled at a specific school.
  - 15.11.1.2.3 The compensation is not provided by the school, a booster club, a collective, or any person/entity acting as an agent on behalf of the school or athletic program.
  - 15.11.1.2.4 Intellectual property - No "marks" may be used including, but not limited to, school or district name, logo, uniforms, mascots, or any AIA logo
  - 15.11.1.2.5 No school or district apparel or equipment shall be worn or used that includes school or district name, logo, uniforms, mascots, or any AIA logo.
  - 15.11.1.2.6 No AIA member school facility may be used for the purpose of NIL activities.
  - 15.11.1.2.7 No activities in conflict with a member school's district policy may be endorsed. (Examples include, but are not limited to, tobacco products, alcohol products and controlled substances).
  - 15.11.1.2.8 Within five (5) school days of entering into any NIL contract/agreement, a student, or the student's parents/guardians, must notify the school's Athletic Director of the agreement.
  - 15.11.1.2.9 Students and their families should seek professional guidance regarding collegiate financial aid, NCAA clearinghouse, legal and/or tax implications, among other concerns.
- 15.11.2 An amateur athlete is one who has never used or is not using his/her knowledge of athletics or athletic skill in an athletic contest for financial gain.
- DETERMINATION:** The AIA Executive Board determined that an amateur may receive merchandise awards that do not exceed the limit as set forth in Article 13, Section 1.*
- 15.11.3 A person who has lost his/her amateur standing in any AIA sanctioned sport loses his/her amateur standing in all sports in interscholastic competition for a maximum of one full calendar year from the date of discovery of the infraction or until reinstated by the AIA Executive Board.
- 15.11.4 Amateur athletes shall retain their amateur standing even though they participate during the summer vacation in schools or clinics sponsored by professionals. (See Article 14, Section 9).
- 15.11.5 Individual students may receive monetary rewards for participation in luck-of-the-draw or lottery-type programs. This type of competition must be limited to individual type competition and not put one contestant against another. There is no limit on the amount of monetary award for this type of competition. (Examples: Shooting baskets at half-time at professional basketball games; shooting hockey pucks at goals during intermissions at hockey events).
- 15.11.6 Amateur athletes shall participate and always have participated under their own name
- 15.11.7 An amateur athlete shall not compete for money or other monetary compensation.
- 15.11.7.1 Amateur athletes may receive actual expenses for participating in out-of-town games. This amount shall not exceed the state of Arizona per diem.
  - 15.11.7.2 Amateur athletes may receive a fee for officiating non-interscholastic high school and non-intercollegiate sports without jeopardizing their amateur standing.
  - 15.11.7.3 Amateur athletes shall retain their amateur standing even though they receive compensation from private clubs for instructing students not enrolled in high school.
  - 15.11.7.4 Amateur athletes shall retain their amateur standing even though they receive compensation from state, county, city, parks or recreation departments.
  - 15.11.7.5 Amateur athletes may enter a tournament with or against professionals without jeopardizing their amateur standing providing they do not receive, or anyone receives for them, any monetary awards, gift certificates or merchandise awards which exceed the limits as set forth in Article 13.1.4.

(Section 15.11 cont'd. on next page)



- 15.11.8 Except for a Letter of Intent to attend a college or university, amateur athletes shall not enter into any agreement with any corporation, association, partnership or individual for their services as an athlete until they have terminated their attendance in high school. This includes professional clubs and/or teams for training and competition.
- 15.11.9 An amateur athlete, or any member of his/her family, shall not receive remuneration, either directly or indirectly; such remuneration being given to influence the student or the family to reside in a given high school district for purposes of establishing the student's eligibility on a team and/or participation with a club and/or team in the form of a scholarship and/or room and board. *(See also Article 15, Section 12).*
- 15.11.10 A student may participate and receive monetary awards in non-interscholastic and/or non AIA sanctioned activities/contests (such as rodeo, boxing, bowling, judo) and be classified as an amateur under AIA rules. *(See Article 11, Section 1, Paragraph 2).*

**15.12 RECRUITMENT RULE** – There shall be no recruitment of athletes. Recruitment is defined as the act of influencing a student to enroll in a school or to transfer from one school to another in order that the student may participate in interscholastic athletics. No school administrator, athletic coach or employee of a high school district shall engage in recruitment either by direct contact with a student or indirectly through parents, legal guardians, common school employees, directors of summer athletic programs or other persons who are in a position to influence the student's choice of a school.

- 15.12.1 If the recruitment rule is violated, the student will not be eligible at a member school until reinstated by the AIA Executive Board.
- 15.12.2 If school personnel condone or actively engage in recruitment or a school uses a recruited student, the school shall be subject to disciplinary action by the AIA Executive Board. *(See Article 16, Section 1).*
- 15.12.3 Contact procedures used in the soliciting of students to enroll in any public, private or parochial school shall be the same for all students.

15.12.4 Interpretations

- 15.12.4.1 Funds which have been donated to schools by clubs and individuals may be given as financial aid to students through the normal financial aid program of the school for all students, without regard to athletic potential. Financial aid based even partially on athletic potential or performance is not permitted from the school or from groups that exist because of or for the benefit of the school (e.g., booster clubs).
- 15.12.4.2 Individuals not exclusively representing athletic interests of a high school may make general presentations (not just athletic) to eighth grade students (not just athletes). There should be a diversity of presenters, speaking on a variety of topics to students of all interests.
- 15.12.4.3 It is a violation of this section for a coach or any other unauthorized representative of a school to suggest or promise that any part of tuition will be waived for a prospective student for any reason, including financial need. The only person who may address the possibility of fee reduction is that person who has specific responsibility for admissions and financial aid policies and procedures.
- 15.12.4.4 If it is a faculty member's responsibility to recruit students (not just athletes) and that person makes such contact irrespective of athletic eligibility, such contact is permitted. However, anything done for an athlete that is not done in a comparable fashion for all students is a violation of the Recruitment Rule.
- 15.12.4.5 When a student at a junior high/middle school or other high school, or the parents of that student, contacts the coach about attending the coach's school, the coach shall refer the student or parent to the appropriate school personnel (those who have the responsibilities for seeking and processing prospective students).
- 15.12.4.6 A high school coach may not initiate contact with a student at a junior high/middle school or other high school, or the parents of that student, about attendance at the school. It is not a violation for a coach to have normal community contact with a student who attends a junior high/middle school of the same system, which is a feeder to the high school.

*(Section 15.12 cont'd on next page)*

- 15.12.4.7 It is a violation of the Recruitment Rule if coaches or their representatives call, send questionnaires, cards or letters or visit prospective athletes and their families for the purpose of evaluating and recruiting specific prospective athletes.
- 15.12.4.8 High school coaches or their representatives may not attend grade school or youth sports games (e.g., Pop Warner) for the purpose of evaluating and recruiting specific prospective athletes.
- 15.12.4.9 High school coaches and administrators may not request booster clubs, parents, players, former players or alumni from the high school to discuss the merits of their athletic program with prospective athletes or their parents by phone, in person or through letters.
- 15.12.4.10 Any high school may allow all students of any junior high/middle school to attend its athletic events without charge.
- 15.12.4.11 Persons “indirectly associated with the school” include, but are not limited to, parents of players and booster club members. Such persons are prohibited from providing or performing any of the examples of recruitment listed in this section and its interpretations.
- 15.12.4.12 Examples of recruitment shall include, but are not limited to:
- 15.12.4.12.1 Offer or acceptance of money or other valuable consideration such as free or reduced tuition during the regular year or summer school by anyone connected with the school.
  - 15.12.4.12.2 Offer or acceptance of room, board or clothing or financial allotment for clothing.
  - 15.12.4.12.3 Offer or acceptance of pay for work that is not performed or that is in excess of the amount regularly paid for such service.
  - 15.12.4.12.4 Offer or acceptance of free transportation by any school connected person.
  - 15.12.4.12.5 Offer or acceptance of a residence with any school connected person.
  - 15.12.4.12.6 Offer or acceptance of any privilege not afforded to non-athletes.
  - 15.12.4.12.7 Offer or acceptance of free or reduced rent for parents.
  - 15.12.4.12.8 Offer or acceptance of payment of moving expenses of parents or assistance with the moving of parents.
  - 15.12.4.12.9 Offer or acceptance of employment of parent(s) in order to entice the family to move to a certain community if someone connected with the school makes the offer.
  - 15.12.4.12.10 Offer or acceptance of help in securing a college athletic scholarship.
- 15.12.4.13 **OPEN HOUSE** – The intent of an open house is to allow incoming students to gather information regarding curriculum, programs, and the admissions process. Coaches may provide general information to prospective incoming students but no specific details or enticements as to participation if they were to enroll.
- 15.12.4.14 **PRIOR CONTACT** – Prefatory statement: In an effort to preserve and promote competitive fairness and equity, and consistent with the AIA’s mission to ensure that academics remain the primary focus of its member schools, the Prior Contact rule is an effort to deter recruiting of student-athletes and minimize athletically motivated transfers. However, the rule applies regardless of whether there is any evidence of athletic motivation or recruitment.

Despite compliance with the other provisions of AIA Bylaws, a student who transfers from one school (sending school) to another school (receiving school) is ineligible in the sport involved for one year from the date of attendance at the receiving school, if any of the following circumstances existed during the one year preceding the transfer:

- The student participated or practiced as an individual, on a school team, or on a non-school team coached, directed, supervised, managed, coordinated, owned or operated by any of the receiving school’s coaches (in the sport involved), administrators or parents.
- The student participated or attended an open gym, open weight room, or open athletic facilities at the receiving school. For this circumstance, the sport involved is deemed to be any interscholastic sport in which the student has participated or practiced during the current or previous school year.

*(Section 15.12 cont’d. on next page)*

- A coach at the receiving school has served as a personal trainer, coach, conditioner or instructor for the student. For this circumstance, the sport involved is deemed to be any interscholastic sport in which the student has participated or practiced during the current or previous school year.
- The student participated or attended a camp, clinic, combine, showcase or similar event where a coach, trainer, or instructor in the sport involved at the receiving school worked, whether on a paid or volunteer basis.

As used in this rule, the term “coach” includes any person who coaches, volunteers, manages, administers, or assists in any capacity with the coaching or training of the school or non-school team, regardless of compensation or contract status. No personal relationship, individual instruction or direct contact between the coach and the student is required for application of this rule. For example, a coach of a football team, regardless of position or group he/she coaches, is considered to be a coach of the entire football team, at all levels (freshman, junior varsity, varsity), and this rule applies. (**Emergency Legislation – 3/1/2019**)

15.12.4.14.1 During Summer Enrollment – Beginning with the week identified in the AIA calendar as summer and ending with the week that begins fall practice, a student is considered to have transferred when the student has demonstrated intent to enroll in the receiving school. Intent is identified by the school or school district.

### 15.13 ELIGIBILITY APPEAL PROCEDURES

15.13.1 In the case of an alleged hardship, a member school may appeal on behalf of a student his/her ineligibility by utilizing the process provided in AIA Bylaw 15.14, Hardship. (Form 15.10)

15.13.2 In all other cases, a member school may appeal on behalf of a student his/her ineligibility by notifying the Executive Director of the appeal in writing, setting out fully and completely the basis for the appeal. The Executive Director, utilizing the authority under AIA Bylaw 7.2.3.7, shall respond in writing within a reasonable time. Should the member school disagree with the determination of the Executive Director, it may ask that the matter be considered by the Executive Board (AIA Bylaw 7.2.3.7).

15.13.3 Review of Prior AIA Hardship Appeals Decision - The AIA Executive Board may review prior decisions regarding eligibility of a student at any regular or special meeting provided:

15.13.3.1 Substantially new and different information has been submitted in written form to the AIA Executive Director.

15.13.3.2 If, in the opinion of the AIA Executive Director, the information is not new and different, the item will not be placed on the agenda.

**15.14 HARDSHIP (Form 15.10)** - In individual hardship cases the AIA Executive Board or the Hardship Appeals Committee may, at their discretion and upon such terms and conditions as may be imposed, waive or modify the Enrollment Rule (Article 15, Section 3, Paragraph 4 only), Domicile Rule (Article 15, Section 5), Maximum Participation Rule (Article 15, Section 9, Paragraph 1 only), Transfer Rule (Article 15, Section 10), and/or Recruitment Rule (Article 15.12.4.14 only), and/or the International Student Eligibility Rule (Article 15.15.2 only). The appeal shall initially be heard and decided by the Hardship Appeals Committee. The decision of the Hardship Appeals Committee shall be final unless appealed to the AIA Executive Board within five business days from the date of said decision. AIA Executive Board consideration of such appeals will take place only at regularly scheduled monthly meetings, unless otherwise scheduled by the Board. (See *Article 6, Section 3 regarding procedures for meetings of the AIA Executive Board.*) Procedures for appeals to the Hardship Appeals Committee shall be as determined by the AIA Executive Board.

15.14.1 Hardship Defined - Each case is dependent upon its facts, but as a general guideline, the Executive Board will use the following criteria:

15.14.1.1 An unforeseeable, unavoidable, and uncorrectable act, condition, or event, over which the student and his/her family has no control; and

15.14.1.2 Which has caused a severe burden upon the student or his/her family; and

15.14.1.3 Which has caused the student’s noncompliance with the eligibility rule(s) involved.

(Section 15.14 cont’d. on next page)

15.14.1.4 Whether athletics plays a role in the circumstances involved in the hardship request.  
*NOTE: Where it is determined that athletic motivation is present; this would be sufficient, in and of itself, for denial of the hardship request.*

15.14.1.5 Loss of eligibility in itself is not to be considered a hardship.

15.14.2 **Burden of Proof** - The burden of providing evidence of hardship shall be on the student. Full particulars must be given by the student and the school principal must certify that the information given is correct to the best of his/her knowledge and belief.

15.14.3 **Enrollment Limitation Hardship** - A ninth grade student applying for admission or a student transferring who is denied enrollment because of lack of space may be declared eligible.

15.14.4 **Age Rule Exemption** - In individual cases the AIA Executive Board may, at their discretion and upon such terms and conditions as may be imposed, waive or modify the age rule (15.6.1), utilizing the information and process set out in Form 15.14.

15.14.5 Upon request by the Executive Director or designee, the sending school shall provide a representative during the hardship appeal hearing(s) before the Hardship Appeals Committee and/or the Executive Board. Failure of the sending school representative to attend shall not prevent or otherwise delay any hearing or decision on the appeal, but the failure to appear SHALL be considered a violation of the AIA Bylaws and may result in sanction as determined by the Executive Board.

**15.15 INTERNATIONAL STUDENT ELIGIBILITY** – Prefatory Statement: In an effort to preserve and promote interscholastic competitive opportunities for Arizona students and further the goals of competitive fairness and equity, and recognizing the concerns of AIA member schools related to displacement of Arizona students by students from foreign countries, the following bylaw addresses the interscholastic eligibility status of international students attending an AIA member school:

15.15.1 **Foreign Exchange Students** – A foreign exchange student is a student that is in the U.S. under a J-1 Visa, and who is placed in a school by an educational exchange program approved by the Council on Standards for International Educational Travel (CSIET). A foreign exchange student is eligible at a school in the attendance zone of the home in which the student is placed. A foreign exchange student must meet all other eligibility requirements and is eligible for a maximum of one school year.

15.15.2 **International Students** – An international student is a student who is in the U.S. under any Visa or document other than a J-1 Visa and who is attending an AIA member school. Except as stated below with regard to domicile, an international student must meet all eligibility requirements of any regularly enrolled student. An international student is eligible only for non-varsity level competition, which may include only 9<sup>th</sup> through 11<sup>th</sup> grade, and is not at any time of enrollment eligible for varsity level competition. With regard to domicile, an international student's non-varsity eligibility shall be at a school in the attendance zone of the home in which the student is placed.



# Memorandum

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** Instructional Improvement Stipend for TOAs and Instructional Coaches

## **FOR AGENDA**

- Possible action to approve a base pay stipend for TOAs and Instructional Coaches from the Instructional Improvement fund.

## **FOR PACKET**

TOAs and Instructional coaches are not eligible for Classroom Site Fund/301 money paid to teachers. Several years ago, \$10,000 base pay increase was added to the TOA and Instructional Coach salary placement to mirror the Classroom Site Fund teacher allocation. For FY26, the Classroom Site Fund for teachers has increased to \$13,000. We propose an additional \$3,000 stipend for TOAs and Instructional Coaches to be paid from the Instructional Improvement Fund to maintain equitable and competitive salaries for these positions. Stipends would start in FY26 and continue as long as funds in the Instructional Improvement Fund are available. It will cost approximately \$93,750 per year.

To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Renew RFP #25-02-30 Audit Services

**FOR AGENDA**

Approve recommendation to renew contract of RFP #25-02-30 for Audit Services to CWDL Certified Public Accountants, second year of a five-year award.

**FOR PACKET**

Approval by the Governing Board for renewal of RFP #25-02-30 allows the district to contract with CWDL Certified Public Accountants. The contract allows the district to work with a qualified Certified Public Accountant to conduct an annual financial audit of financial transactions and accounts kept by or for the Kingman Unified School District.

This is a one-year contract with the option to renew for an additional three one-year contract periods based upon vendor performance and funding availability.

The district spent \$18,900 in FY 24. Due to the first visit of the audit falling in FY 23 (addition of \$12,600 for a total of \$31,500 for FY23 Audit).

To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Renew IFB #24-02-29 Delivered and Offsite Fuel, Oil and Similar Products

**FOR AGENDA**

Approve recommendation to renew contract of IFB #24-02-29 for Delivered and Offsite Fuel, Oil and Similar Products to Rebel Oil Company, third year of a five-year award.

**FOR PACKET**

Approval by the Governing Board for renewal of contract allows the district to contract with Rebel Oil Co. to cover the fueling needs of the district.

The purpose of IFB #24-02-29 was to contract with a vendor to supply an offsite fueling location for yellow and white fleet vehicles, delivery of fuel to Mt. Tipton's tank, and provide district bus garage with products for the upkeep of vehicles. Such products as: motor oil, transmission fluid, cleaning solvent and antifreeze.

This is a one-year contract with the option to renew for an additional two one-year contract periods based upon vendor performance and funding availability.

The district spent \$522,005 in FY 24.



<u>Company</u>		<u>FY 25 Spending as of 6/3/25</u>
Aequor Healthcare Services LLC		\$0.00
AMN Allied Services		\$0.00
Casa Speech Therapy LLC dba The Speak Center		\$220,749.01
Clarity Psychology Services		\$67,842.27
Dynamic Interventions of Arizona		\$203,029.60
EdTheory LLC		\$0.00
E-Therapy Intermediate, Inc.		\$472,571.00
Foundations Educational Solutions		\$0.00
Millbrook Support Services Inc.		\$0.00
Speech With Miss E LLC		\$0.00
The Stepping Stones Group		\$291,698.75
Utterly Natural Speech Therapy LLC		\$29,706.60
<b>TOTAL</b>		<b>\$1,285,597.23</b>

To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Renew RFP #25-03-30 Speech Therapy, Occupational Therapy and Psychology Services

**FOR AGENDA**

Approve recommendation to renew contract of RFP #25-03-30 for Speech Therapy, Occupational Therapy and Psychology Services to multiple vendors listed in packet, second year of a five-year award.

**FOR PACKET**

Approval by the Governing Board for renewal of RFP #25-03-30 allows the district to contract with multiple vendors to provide speech therapy, occupational therapy and psychology services:

AMN Allied Services	Casa Speech Therapy LLC dba The Speak Center
Clarity Psychology Services	Dynamic Interventions of Arizona
EdTheory LLC	E-Therapy Intermediate, Inc
Foundations Educational Solutions	Millbrook Support Services Inc
Speech With Miss E LLC	Utterly Natural Speech Therapy LLC
The Stepping Stones Group	Aequor Healthcare Services LLC

The contract allows the district to work with certified specialist in each field to provide services to qualifying students. Every year the district's needs increase, so maintaining these vendors is essential to ensure services are provided to students.

Of the twelve vendors that were awarded a contract only six were issued a purchase order. All vendors will have their contract renewed in the case the district needs more services than the current vendors can cover. The other vendors are still under contract to be issued a purchase order anytime through out the year.

This is a one-year contract with the option to renew for an additional three one-year contract periods based upon vendor performance and funding availability.

The district spent \$1,285,597.23 as of June 3, 2025 in FY 25. A current year total is provided since this is the first year renewal. See attachment with individual spending for each vendor.



To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Award RFP #26-02-31 for Security Services

### **FOR AGENDA**

Approve recommendation of RFP #26-02-31 for Security Services to Desert Mountain Security LLC. This is a five-year award which must be renewed each year.

### **FOR PACKET**

The purpose of RFP #26-02-31 was to enter into a contract with a qualified licensed vendor to provide security guards and related services to patrol and monitor district sites during regular hours, as well as at planned after school events and similar activities. Also included in the scope of work of this contract will be security guard services for the weekly transportation of money from the district sites to the designated local banking institution.

The RFP notification was sent to 19 potential vendors and was advertised in The Kingman Daily Miner. Two proposal responses were received and initially evaluated to determine responsiveness and responsibility. Both proposals were then evaluated for qualifications, expertise, and pricing. The evaluation committee's recommendation for award is shown above.

This award is for a one-year contract period beginning July 1, 2025, and continuing through June 30, 2026. The contract may be extended for an additional four one-year periods based upon funds availability and satisfactory vendor performance.

Approve listed Donations:

**Manzanita Elementary School:**

- McKee Foods/Little Debbie's donated 1000 snacks for field day
- Joan Jones donated 388 toothbrushes and 88 combs
- Culligan Water donated water for field day
- Brandi Ramirez donated a Mendini Trumpet, valued at \$150

**Kingman High School:**

- Preston Financial dba Preston Investments donated \$5000 for Spiritline uniforms
- GEO donated \$1000 to the girls' basketball team
- GEO donated \$5200 in scholarship awards
- NAU donated \$1000 to the Robotics club

**Little Explorers:**

- McKee Foods donated 6 cases of Little Debbie's snacks for Staff Appreciation
- Dairy Queen donated two large ice-cream cakes for Staff Appreciation
- Journey Church donated a Staff Appreciation lunch from El Tio Tacos

**White Cliffs Middle School:**

- Journey Church donated a taco bar lunch for Staff Appreciation
- SSC donated 6 backpacks with supplies and a case of copy paper
- Connie Babcock donated music, a stand and a clarinet

**Desert Willow Elementary School:**

- Kingman 66 Special Olympics donated softball pants and 22 softball gloves

**Lee Williams High School:**

- Mohave Eye Center donated \$1000 to the football team
- Mohave County donated \$1000 to the Marshall Brennan Club
- Gary Wilson donated \$20 to the CTE programs

**Black Mountain School:**

- National Society of Daughters of America donated 5-\$5 Chili's gift cards and 1-2 hour cosmic bowling for 2
- Eagles in Kingman donated \$200 towards field day supplies
- Shelly Wilson from The Colorado Women's Council donated \$200 to the school
- Mike from Golden Valley Gravel donated hot dogs, buns, chips and water for field day
- **The following people/organizations donated hot dogs, buns, chips, water, Otter Pops, etc. for field day:**  
Amber Crabtree, Shauna Minnicks, Lea Anne Cardenas, Mike from Golden Valley Gravel, Golden Valley VFW, Kamalu from Big Island Grill, Tessa Dykes, Dory Hernandez, Bonacci Amber, Caludia Lazoya, Brittney Lovenburg, Katherine Rossier, Bradley Vance, Tiphany Willis, Dupsloff Morning Lujan, Natalie Pruitt, Sara Robins, Heather Lincoln, Chuck Sherry, Elisa Lacher, Mitsy Griffith, Mr. and Mrs. Morning, Francis Calderon, Wayne Edwards, Trish Ford, Mr. and Mrs. Garcia, Michael Crosby, Last Chance Saloon – Kathy and Terry Fayor, Tonya and Kelly Goldsmith, Kimberly Alexander, and Jim Basick.

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (this “MOU”) is to form a partnership between Classroom Teacher Preparation Program (“Klassroom”) and Kingman Unified School District #20 (the “Facility”), whereby the school community of the Facility will offer high-quality pre-service classroom placements to allow students enrolled in Klassroom’s Teacher Certification Program to participate in classroom experiences that are required for program graduation.

Effective Date: 7/10/2025

### 1. DEFINITIONS

In this MOU:

“On-site Cooperating Teacher” means a teacher at the Facility’s school who is in the Teacher Candidate’s desired subject area and will be available for guidance and support for the Teacher Candidate participating in the Alternative Teaching License route.

“TCP” means Klassroom’s Teacher Certification Program, inclusive of both the online coursework and all pre-service classroom experiences.

“TCP Mentor” means the Klassroom employee assigned to each cohort of teacher candidates who will instruct learners on all online content and who may be responsible for formal observations of Teacher Candidates during their clinical experiences.

“TCP Preparation Coordinator” means the Klassroom employee who will facilitate placements and act as the main point of contact for all matters between the Facility and Klassroom that pertain to the Teacher Candidates’ clinical experiences.

“Teacher Candidate” means any student that is enrolled in Klassroom’s Teacher Certification Program.

“Traditional Route” means that Teacher Candidates are placed in a classroom with a qualified teacher in their subject area for an unpaid student teaching experience in which they will be permitted to lead lessons for observation by Klassroom staff.

### 2. DURATION

The term of this MOU shall continue for three (3) years.

### 3. GENERAL TERMS

- a. Klassroom and the Facility will agree on a schedule for Teacher Candidate participation at the Facility, including formal and informal observations which may involve TCP Mentors and other Klassroom staff observing classrooms, virtually or in-person. Teacher Candidates participating in the Traditional Student Teacher Route will be under the supervision of a Facility employee – or Cooperating Teacher. The Teacher Candidate’s participation should complement the services and educational activities of the Facility.

- b. Each Teacher Candidate is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility, including the established dress and performance standards.
- c. Either the Facility or Classroom may require dismissal or withdrawal from participation at the Facility of any Teacher Candidate whose performance record or conduct does not justify continuance.
- d. Neither the Facility nor Classroom is obligated to provide for a Teacher Candidate's transportation to and from the Facility or for health insurance for a Teacher Candidate.
- e. The TCP Preparation Coordinator and the Facility may meet, in person or by telephone conference, at least once each semester to evaluate the quality of the Teacher Candidates' clinical experiences and review this MOU.

#### **4. FACILITY'S OBLIGATIONS**

- a. The Facility will appoint for each Teacher Candidate participating in the Traditional Student Teaching Route, a Facility employee to act as Cooperating Teacher and to supervise such Teacher Candidate.
- b. The Facility will complete surveys administered by Classroom as part of Classroom's continuous improvement strategy.
- c. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of Classroom's employees and agents. Teacher Candidates are not deemed to be employees or agents of the Facility solely by virtue of this MOU.
- d. Nothing in this MOU is intended to modify, impair, destroy or otherwise affect any common law or right to indemnity, or contribution that Classroom may have against the Facility by reason or any act or omission of the Facility or the Facility's employees and agents.

#### **5. CLASSROOM'S OBLIGATIONS**

- a. Classroom will provide an administrative framework, including designating a TCP Preparation Coordinator, TCP Mentors, and other representatives to coordinate schedules, provide course information and objectives, and assist in guiding and supporting Teacher Candidates through their clinical placements.
- b. Classroom will be responsible for developing and carrying out procedures for Teacher Candidate selection and admission into TCP.
- c. Classroom will ensure that all Teacher Candidates who are placed in the Facility's schools will have an Identity Verified Prints (IVP) fingerprint clearance card. Classroom will provide a copy of the IVP card or the IVP number at the time of the request for a placement. Classroom will immediately remove any Teacher Candidate participating in the Traditional Student Teaching Route whose IVP card has become invalid.
- d. Classroom is responsible for the acts and omissions of Classroom employees and if applicable maintains insurance coverage through to cover liabilities arising from the acts and omissions of Classroom employees, teacher candidates, and agents participating under this MOU. Classroom is not

responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

## **6. GENERAL TERMS**

- a. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including the Americans with Disabilities Act.
- b. Conflict of Interest. The Facility's participation on this MOU is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this MOU may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of the Facility, respectively, is, at any time while this MOU, or any extensions thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
- c. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law.
- d. Representations Regarding Relationship and Use of Classroom Marks. Except as otherwise agreed in writing or if engaged with the Facility from a recruitment perspective, each of the parties acknowledges that its relationship with the other party is limited to the classroom placements contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that it is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, the Facility shall not use any trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature owned or used by Classroom without prior written authorization by Classroom.
- e. E-Verify. To the extent applicable under Section 41-4401 of the Arizona Revised Statutes, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Section 23-214(a) of the Arizona Revised Statutes ARIZ. The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this MOU and may result in the termination of this MOU by either party under the terms of this MOU. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this MOU to ensure that the other party and its subcontractors are complying with the above-mentioned warranty.



**7. MISCELLANEOUS TERMS**

- a. The parties may review or modify this MOU only by a written amendment signed by both parties.
- b. Any notice to the parties shall be in writing and delivered by a regular or certified mail, and addressed to the following contacts:

**TO FACILITY:**

Superintendent (or designee)  
Kingman Unified School District #20  
3033 MacDonald Ave.  
Kingman, AZ 86401

**TO CLASSROOM:**

Tara Store  
Program Operations and Placement Manager  
111 Peter St., Suite 503  
Toronto, ON, Canada  
M5V2H1

**Executed by Classroom**

**Executed by Kingman Unified School District #20**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Memorandum

**To:** KUSD Governing Board  
Dr. Gretchen Dorner, Superintendent

**From:** Dr. Wendy Reisinger, Executive Director Human Resources

**RE:** Memorandum of Understanding with Classroom Teacher Preparation Program

### FOR AGENDA

- Possible action to approve a Memorandum of Understanding between Classroom Teacher Preparation Program (“Classroom”) and Kingman Unified School District #20

### FOR PACKET

Kingman Unified School District continues to benefit from entering into agreements with colleges and universities for the placement of student teachers. Through these agreements, student teachers are afforded a pathway to obtain field experience and also discover all that KUSD and the community have to offer. By providing these opportunities, we are investing in students who will hopefully build a career with KUSD and are also supporting the future of the profession.

Staff is proposing the District enter into a Memorandum of Understanding (MOU) with Classroom Teacher Preparation Program. The full MOU is attached for review and consideration.

Based upon past questions of the Governing Board, it should be noted that:

1. Outside of any professional liability insurance provided student teachers through the Classroom Teacher Preparation Program, student teachers are covered under the District's professional liability insurance through The Trust if they are acting within the scope of their authority as a student teacher.

District staff recommend the Governing Board approve entering into the Memorandum of Understanding with Classroom Teacher Preparation Program, with the stipulation that the clause that provides for monetary compensation paid to mentor teachers be removed, and authorize staff to sign the agreement on behalf of the Board.

Attachment

## Memorandum

**To:** KUSD Governing Board  
Dr. Gretchen Dorner, Superintendent

**From:** Dr. Wendy Reisinger, Executive Director, Human Resources

**RE:** FY 2025-2026 Employee Handbook

### FOR AGENDA

- Possible action to approve the FY 2025-2026 Employee Handbook

### FOR PACKET

District staff internally audit the Employee Handbook on an annual basis, and more frequently if changes in Governing Board policies, laws, or practices occur. The annual internal review is complete and staff are bringing the Employee Handbook forward for possible approval by the Governing Board.

While the Governing Board policies take precedence over all information in the Employee Handbook, the handbook provides a summary of many of the key policies, procedures and benefits of the District. You will see that hyperlinks are included in many sections of the Handbook so that employees may easily reference the full Governing Board policies, regulations and exhibits that are relevant to that section.

Many of the changes made were housekeeping in nature and intended to further clarify existing policies or practices. Some of the more significant changes include:

1. Updating staff roles and contact information to reflect current names, numbers and roles.
2. Changed and updated the insurance aspects of the handbook to reflect new provider beginning July 1, 2025.
3. Clarified language about the need for staff to obtain prior authorization for purchase orders.

Staff recommend the Governing Board approve the 2025-2026 Employee Handbook, as presented. Staff further recommend the Governing Board authorize staff to finalize and disburse the Employee Handbook and authorize the Superintendent or the Superintendent's designee to make additional changes during the school year as policies, laws, practices, or personnel change.



Kingman Unified School District No. 20

**Employee Handbook**

**2025-2026**

# ***NOTICE***

Employees are expected to read and become familiar with the contents of the Kingman Unified School District Employee Handbook. The handbook provides a summary of many of the key policies, procedures, and benefits of the School District. Employees are expected to comply with policies and procedures of the District; failure to do so could result in disciplinary action, up to and including termination of employment.

While an effort is made to maintain the accuracy of the handbook, the School District reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the handbook, with or without prior notice to employees.

No one other than the Governing Board, Superintendent, or Superintendent's designee may alter or modify any of the practices or procedures in this handbook. The Kingman Unified School District Governing Board policies take precedence over all information found in this handbook. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

This handbook does not constitute a contract between Kingman Unified School District and its employees. The policies are not intended to give any employee any express or implied right to continued employment or to any other term or condition of employment.

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# INTRODUCTION

## Introductory Statement

As a member of the Kingman Unified School District educational team, we welcome you. In our District, you'll find the opportunity to fulfill your career goals while providing educational service and support to our nation's most precious resource—OUR STUDENTS.

This handbook is annually updated to comply with applicable federal, state, local laws and Governing Board Policies and Administrative Regulations. Should inconsistencies exist, law/Governing Board Policies shall take precedence over this handbook. County Attorney opinions confirmed by the Attorney General have the effect of law. This handbook, Governing Board Policies, and Administrative Regulations may be modified by Kingman Unified School District at any time.

Should you have any questions concerning any of the information contained herein, please contact your administrator/supervisor or the Human Resources Department at (928) 753-5678.

## KUSD Mission Statement

KUSD welcomes ALL students on a learning pathway to informed and engaged citizenship.

## KUSD Priorities

- Staff and Student Well-Being
- Communication and Collaboration
- Equitable and Accessible Learning Environments
- Effective and Transparent Transitions

## District Contact Information

The District Office of the Kingman Unified School District is located at 3033 MacDonald Avenue, Kingman, Arizona 86401. The telephone number for the District Office is (928) 753-5678.

The following contacts are some of the most frequently requested.

Frequently Requested Phone Numbers		
Title IX Coordinator	Stacey Mayo, Parent Liaison & Discipline Hearings Officer	(928) 753-5678 ext. 2010
Certified Employment	Sam Shadoan , HR Coordinator	(928) 753-5678 ext. 2015
Classified Employment	Ann Coomer, HR Coordinator	(928) 753-5678 ext. 2011
Employee Benefits	Jennifer Miranda, HR Coordinator	(928) 753-5678 ext. 2003
Payroll	Tianna Troxel, Payroll Coordinator	(928) 753-5678 ext. 2005
Payroll/Procurement	Wendy Spadaro, Payroll & Procurement	(928) 753-5678 ext. 2035

## Governing Board Members

Ms. Toni (Tonya) Henry	President
Ms. Lori Grant	Vice President
Mr. Roger Cox	Board Member
Mr. Boyd Hardy	Board Member
Ms. Susan Collins	Board Member

## Superintendent's Executive Cabinet

Dr. Gretchen Dorner	Superintendent
Ms. Margot Jones	Executive Director-Business & Finance
Dr. Wendy Reisinger	Executive Director-Human Resources
Ms. Shelley Oestmann	Executive Director-Federal Programs

## Principals

Mr. Daniel Emborsky	Black Mountain School
Mr. Gary Skubal	Cerbat Elementary
Ms. Penny Blattner	Desert Willow Elementary
Ms. Jennifer Rose	Hualapai Elementary
Mr. Isaiah Ward	Kingman High School
Ms. Kristina Weaver	Kingman Middle School
Ms. Jennifer Hannan	Lee Williams High School
Ms. Julie Runkel	Little Explorers Early Learning Center/La Senita
Ms. Kimberly Ward	Manzanita Elementary
Mr. Robert Brantingham	Mt. Tipton School
Mr. Trevor Batt	Sandy McCoy Positive Alternative Campus
Ms. Jerusha Presnal	White Cliffs Middle School

## **Directors**

Ms. Liz Albin	Director - Curriculum
Ms. Vicki Trujillo	Director - Exceptional Student Services
Mr. Timothy Gardner	Director - Information Technology
Ms. Tandy Janson	Director - Transportation

## **Managers**

Ms. Donette Piccinetti	Business & Finance Manager
Ms. Valerie Portillo	Communications Manager
Ms. Claire Whitley	Cyber Security Administrator
Ms. Mary Witmer	District Nurse
Ms. Tonya Green	Food Services Manager
Ms. Michelle Cooke	Grants Manager
Ms. Jennifer Bruce	Human Resources Manager
Mr. Charles Fuller	Network Administrator
Ms. Stacey Mayo	Parent Liaison & Discipline Hearings Officer, Title IX Coordinator
Mr. Shane Sexton	Systems Administrator

## **Certified Coordinators**

Ms. Margaret Stevenson	Advanced Learning Coordinator
Ms. Lisa Sipe	Assessment Coordinator
Ms. Lindsay Wolsey	Career & Technical Education Coordinator
Ms. Cheryl Quinn	SPED Transition Coordinator

## **Classified Coordinators**

Ms. Catherine Kinney	Accounting Coordinator
Ms. Stephanie Tygard	Accounting Coordinator
Ms. Wendy Kufleitner	Federal Programs Coordinator
Mr. Sam Shadoan	Human Resources Coordinator - Certified
Ms. Kimberly Alexander	Human Resources Coordinator - Substitutes/Evaluation Tracking
Ms. Ann Coomer	Human Resources Coordinator - Classified
Ms. Jennifer Miranda	Human Resources Coordinator - Benefits & Well Being
Ms. Tianna Troxel	Payroll Coordinator
Ms. Stephenie Castillo	Special Education Coordinator

# NONDISCRIMINATION/EQUAL OPPORTUNITY

## Nondiscrimination & Equal Opportunity/Harassment

1. *Nondiscrimination & Equal Opportunity*: The Governing Board is committed to a policy of nondiscrimination and providing equal opportunity to all staff members in relation to race, color, religion, sex, age, national origin, and disability. Employees are expected to conduct themselves in a manner that does not represent any form of discrimination or that compromises equal opportunity toward other staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Reference: Governing Board Policy [AC](#)

2. *Sexual Harassment*: All staff members employed by the District including, but not necessarily limited to, the administration, professional staff, and support staff, part or full time, are expected to conduct themselves at all times so as to provide an atmosphere free from any form of sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in administrative regulation ACAA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

Reference: Governing Board Policies [ACA and ACAA](#), Administrative Regulations [ACA-R and ACAA-R](#), and Administrative Exhibit [ACA-E](#)

## EMPLOYMENT REQUIREMENTS, CONTRACTS AND PERSONNEL RECORDS

### Fingerprinting

As a condition of employment, KUSD staff members must have a valid Identity Verified Print (IVP) Fingerprint Clearance Card from the Arizona Department of Public Safety (DPS). IVP Fingerprint Clearance Card costs are the responsibility of the applicant/staff member.

## **Immunization Requirements**

The Arizona Department of Health Regulation (R9-6-350, R9-6-353, and R9-6-365) requires an immunization record showing measles and rubella immunity for each school employee born after January 1, 1957. In the event of an outbreak, staff members without immunity documentation, including those who utilize the exemption, must be excluded from school and put on leave without pay during the period of exclusion.

## **Driver's License**

Persons employed in positions which require them to drive District vehicles are required to have or obtain the appropriate Arizona driver's license for the vehicle operated, before or immediately following employment and must maintain a valid license while the driving of District vehicles remains a job requirement. Volunteers may not drive District vehicles.

## **Contracts (Certified Staff)**

Before the end of the current school year, employment contracts for certified staff are offered by the Governing Board for the following school year. Certified teachers are required to sign and return the contract within 15 business days of receipt or the offer of employment is revoked. School administrators and school psychologists are required to sign and return the contract within 30 calendar days of the date on the contract or the offer of employment is revoked.

For probationary and continuing teachers, preliminary written notice of the Governing Board's intention not to reemploy a teacher for reasons of inadequate classroom performance is given before the start of the statutory forty-five (45) instructional day period of time the teacher is given to correct the inadequacy and overcome the grounds for the charge.

## **Personnel Files**

The Human Resources Department maintains a complete and current official personnel file for each District employee. Employees may review materials placed in their file upon written request to the Superintendent. An employee's review of his/her file must be done in the presence of a Human Resources representative. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. An employee may prepare a written reply to such information; any such rebuttal or explanation shall become part of the employee's file.

Reference: Governing Board Policy [GBJ](#) and Exhibit [GBJ-E](#)

## **Release of Information**

All documents within a personnel file are confidential. Access to personnel files will be limited to authorized District officials and employees authorized to handle personnel files. Documents within a

personnel file may be reviewed by the public only to the extent that disclosure is compelled as a public record.

All inquiries or requests from outside the District for information regarding employees or former employees of the District must be submitted in writing and forwarded to the Human Resources Department. A signed statement from the employee authorizing the release of such information, and stating to whom it should be released, must accompany each request for information, other than verification of position and dates of employment.

Reference: Governing Board Policy [GBJ](#) and Exhibit [GBJ-E](#)

## **Record Information**

Any changes which may occur after commencement of employment, i.e., change of name, address, phone number, marital status, number of dependents for tax withholding purposes, person to notify in case of emergency, etc., should be submitted electronically through the iVisions portal.

## **Public Right to Know/Freedom of Information**

The Board recognizes the right of the public to information concerning its actions, its policies, and the details of its educational and business operations. Any staff or community member may request access or inspection of public records for a noncommercial purpose.

Requirements of access and inspection apply only to existing records and do not require creation of new records. Governing Board Exhibit KDB-E, Request for Public Records of the School District, must be completed and submitted to the District Office to obtain any records. A.R.S 38-431 to 38-431.09, 39-101, 39-103

# **ASSIGNMENTS, TRANSFERS & REASSIGNMENT**

## **Job Postings**

In most cases, at the discretion of the administration, positions may be posted for a minimum of three (3) days. However, in order to fill critical needs vacancies, some positions may be advertised as “open until filled.”

Internal applicants seeking to apply for another position within KUSD must submit an electronic transfer request *and* resume, during the time the position is open, in order to be considered.

## **Transfers & Reassignment**

All transfers and reassignments are at the discretion of the Superintendent and, where applicable, the Governing Board. It is the policy of the Board that professional staff be assigned on the basis of their

qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the District based on instructional programming. Assignments may be changed to serve the best interests of the District and students. The Superintendent is responsible for the assignment of all personnel throughout the District. No right to school, grade, or subject assignment shall be inferred from the standard teacher's contract. Qualified applicants among current employees are encouraged to apply for new or existing positions.

Certified and classified staff members may apply for transfer or reassignment. Transfer requests of certified staff, outside of transfer season, will not be approved during the school year unless the needs of the District dictate such approval and the supervisors of impacted employees agree.

## **PAY PRACTICES AND ADMINISTRATION**

### **Wages Upon Hire**

Newly hired staff will be offered wages commensurate with the placement schedule applicable to the position for which they are being hired. Salaries and hourly wages will not be negotiated on an individual basis. Rather, wages will be determined by position and, depending upon the placement schedule, may factor in experience, higher education and certification(s).

Initial placement on the salary schedule for all new certified teaching staff, school counselors, school social workers, teachers on assignment, instructional coaches, and career coaches will be based upon the following. The maximum placement shall be Tier 2.

1. The highest degree conferred from an accredited institution.
2. The number of qualifying graduate credits earned after the conferring of the last degree and related to education and/or the field they are teaching.
3. Any previous teaching experience in a public school or accredited private school.

Staff returning to employment with KUSD, in the same classification, within 12 months or less, will be hired at the hourly wage or salary at which they left employment. Exceptions to this include any decisions made by the Governing Board that would affect and/or reduce salaries and wages, or if the placement schedule allows the rehired employee to return at a higher wage.

### **Pay Periods & Explanation of Pay**

The finance department establishes a payroll-processing schedule each year providing the employee with scheduled pay dates. All wages shall be paid every two weeks in accordance with individual work schedules and the payment option selected by each employee.

For non-exempt (hourly) staff, pay will be calculated hourly, based on the number of hours an employee works during the pay period, and in accordance with their work calendar.

For contractual personnel (administrative, certified, and other exempt staff) salaries are prorated over a maximum of 27 payments. An employee's first contractual payment of the fiscal year is always based on the actual hours worked during that pay period. The balance of the contract is then spread equally over the remaining contract payments unless the employee fails to fulfill the terms of the contract. Payment will then be based on the completed portion of the contract.

## **Classroom Site Fund**

The Classroom Site Fund provides additional teacher compensation from funds generated through state sales taxes. The total amount of the distribution varies according to the total sales tax collected, the plan, and eligibility criteria. Please see the current Classroom Site Fund Plan for complete information.

## **Overtime Pay**

No overtime is permitted without the prior approval of your administrator/supervisor *and/or* the Superintendent or her designee. Also, by law, non-exempt employees must be compensated for all hours worked. Non-exempt employees are required to get pre-approval from their supervisor and/or the Superintendent or her designee before working any hours beyond their normal schedule. Accumulation of overtime without prior approval and/or failing to record all hours worked may result in disciplinary action.

Leave and paid holidays cannot be used to create an overtime situation. In accordance with Federal labor law, an employee must physically work more than 40 hours in a week in order to earn overtime.

In accordance with the Fair Labor Standards Act, certified and exempt staff are not eligible for overtime pay.

## **Extra Duty**

Exempt employees are eligible to apply for all extra duty opportunities offered by the District, regardless of funding. Classified (hourly) employees, because of federal overtime laws, may only apply for those extra duty opportunities which qualify as occasional and sporadic. Such applicants must be pre-approved by the District Office prior to the performance of any said duty. Failure to do so may subject both the employee and the (extra duty) hiring supervisor to disciplinary action, up to and including termination.

## **Flex Time**

Non-exempt employees may be permitted *on an occasional basis* to flex their work time. An employee can flex their schedule at their principal/supervisor's request or with their principal/supervisor's approval. Flexing work time is when an employee works more than the assigned number of hours during one day, and less during another day occurring in the same week. The employee's total weekly work hours must remain as assigned. Employees are expected to routinely work their normal schedule and to maintain regular, predictable hours of work.



**Example:** A 40-hour per week employee works a regular 10-hour shift on Monday and Wednesday, 9 hours on Tuesday, then works 11 hours on Thursday of the same week. The total working hours for the week still total 40 hours.

## **Federal and State Tax Withholding (W-4 and A-4 Forms)**

The Withholding Allowance Certificate, or W-4 form, must be completed prior to beginning work for Kingman Unified School District No. 20. This form determines the amount of Federal tax withheld from each paycheck. Employees can update W-4 forms when the number of withholding allowances that can be claimed changes by visiting iVisions. The W-4 and A-4 forms remain in effect until the employee submits new forms. If the employee elects "exempt" status, new forms must be filled out at the beginning of every calendar year. State Withholding Percentage Election, effective for wages paid after June 30, 2010, is also completed when an employee commences work or chooses to change the amount of Arizona withholding desired. The deadline for payroll changes is 9:00 am on the Monday of payroll week.

Please note that the District cannot offer advice on tax matters, including how much withholding an employee should elect. Employees should contact their tax professional if they are unsure of which election is appropriate for their personal situation.

W-2 forms will be posted to the iVisions KUSD portal where employees can print them at their convenience for tax needs. Form 1095-C will be provided in a manner allowable by law.

## **Payroll Deductions**

Standard paycheck deductions include Federal and State income tax withholding and Arizona State Retirement contributions. Your pay stub itemizes each of these deductions every pay period. In addition, you may authorize the payroll department to withhold voluntary deductions, in amounts you designate, for such items as medical insurance for yourself and/or your dependents and tax-sheltered annuities. These are also itemized on your pay stub.

## **FICA Tax (Social Security & Medicare)**

Every Kingman Unified School District No. 20 employee is required to have a Social Security number. In addition to Federal and State income tax, employers must withhold a FICA tax from the employee and pay an amount that is equal to the employee's tax on behalf of the employee. There are two components of FICA tax: Social Security tax and Medicare tax. Nonresident teachers working in the United States on a J-1 visa may be exempt from paying U.S. Social Security and Medicare taxes.

# TIMEKEEPING

## Timekeeping Procedures

Non-Exempt (hourly) employees and teachers doing extra duty work are required to use TimeClock Plus or (TCP) for all time worked. Your login for TCP on the iPad is your Badge Number. The password is the last four digits of your social security number.

Every employee has a regular work schedule and hours that they are expected to adhere to on a weekly basis. For hourly employees, any time worked over your daily scheduled hours must be pre-approved and signed off by your supervisor/administrator. The timekeeping system cannot be used to manipulate work hours or to modify pay amounts for any given work schedule.

**Example:** An employee clocks in early every day so that they may reduce their number of hours on Thursday or so they can earn overtime. This constitutes abuse of the time clock system, and the employee may be subject to disciplinary action up to and including termination.

Staff working under a certified employment contract are expected to report for work a minimum of thirty (30) minutes before school starts, unless otherwise approved by an administrator. Full-time certified employees are contracted to work the days indicated on their contract. Requests for a half-day off of work by salaried employees working a four-day schedule, would put in a leave request for five hours. Exempt, full-time professionals may be required and expected to work in excess of forty (40) hours per week. Certified and classified staff are expected to attend school and district required meetings as required by their job.

Long-term substitute teachers filling a vacancy are expected to work 10 hours per day, the same hours as regular teachers. Substitute teachers working daily assignments or covering long-term absences of teachers will work less than 10 hours per day; a half-day for these substitute teachers is four hours.

## Time Clock Procedures

**Missed Punch:** You are responsible for any missing punches; you must write the information on the exception sheet for your site administrator to enter your time. If you fail to do so before the pay period end date you will not be paid for those hours until the next regularly scheduled paycheck. Excessive use of the exception sheet may result in disciplinary action.

**Lunch and Other Breaks:** The District assures every full-time employee a 30-minute lunch break. Classified employees paid hourly must punch in and out for their lunch break. The length of your lunch break is in accordance with your working schedule.

For any breaks less than 30-minutes in duration, employees must remain on campus, unless specifically approved by the employee's supervisor.

Breaks and the timing of lunch periods are at the discretion of the immediate supervisor based upon workload and business needs.

**Holiday Pay:** Compensation for holidays is paid in accordance with the employee's calendar. Employees are not eligible for Holiday pay if in unpaid leave status, or will be separating from employment with the last day worked being prior to the Holiday(s).

## **Time Clock Misuse**

**Employees are not permitted to punch in and out for each other. Misuse of the time clock in this manner is cause for disciplinary action up to and including termination of both employees.** Every employee is responsible for their own timekeeping. You must punch in and out every day. You may not use the exception sheet to regularly report your time. Continued violation of the procedure will subject the employee to termination of employment. Falsifying time records will subject the employee to disciplinary action up to and including termination.

All support staff will be responsible and accountable for their work time. Each non-exempt employee will be required to clock in and out each day at their designated site. Also, lunch breaks must be indicated with a clock out and clock in time. Time clock procedures have been established and are posted at each site.

## **TIME OFF**

### **Leave Procedures**

Classified staff are to request time off through the TimeClock Plus (TCP) system; certified staff are to request time off through Aesop. Employees unable to access TCP or Aesop should contact their site administrator or school's office coordinator.

If you feel there is an error in your leave postings, you must report the discrepancy to payroll within **14 days** of the applicable pay date in order for a change (correction) to be made (for actual leave used). This does not apply to corrections to accruals or adjustments.

### **Absence Reporting**

Requests for pre-planned absences must be made through TCP or Aesop. Time off for unplanned absences due to illness or emergency are also to be entered into TCP or Aesop. Employees needing unplanned time off and who are unable to log on to TCP or Aesop should contact their site administrator or school's office coordinator. Staff are to make appropriate notifications if a substitute teacher is needed to cover their absence.

Staff leaving early during the day, must notify their site administrator before leaving so the absence list can be updated.

Failure to follow these procedures will result in the following:

- If you are absent and the absence has NOT been recorded in the appropriate system it is considered falsification of time records and can result in disciplinary action up to and including termination.
- IT IS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE DISTRICT OF AN ABSENCE. A No-Call/No-Show will result in an unpaid day being entered into the system by the site administrator.

## Personal Leave

Eligible employees will be granted personal leave not to exceed 30 hours in a year. Full-time certified and 12-month staff will receive up to 30 hours of personal leave in a year. Full-time classified staff working a 9, 10 or 11-month calendar will receive up to 24 hours of personal leave. Part-time staff working less than 40 hours or less per week will receive leave based on the hours worked. Requests to use personal leave must be received at least two (2) working days prior to the first day of leave and must be pre-approved by the Superintendent or her designee. Personal leave will not be granted without prior approval from the Superintendent or her designee on the day immediately preceding or following a holiday or vacation or during the first two weeks or the last two weeks of school. The granting of personal leave is at the discretion of the principal/supervisor based on the educational needs of students and the District's needs.

Any accumulated personal leave from the preceding year can be rolled into the following year up to a maximum of 80 hours. Any balance over 80 hours will be rolled into sick leave on July 1. Employees separating from service are not compensated for unused personal leave.

Employees hired after January 1 will be granted prorated personal leave hours once their probationary period is completed. No personal leave will be granted to employees hired after March 1 until the next fiscal year.

Reference: Governing Board Policy [GCCB](#)

## Vacation Leave

The granting of vacation leave is at the discretion of the principal/supervisor based on the educational needs of students and the District's needs.

**Professional Staff:** Twelve (12)-month certificated administrators and directors, and non-certificated administrators and directors, earn one hundred twenty (120) hours of vacation per fiscal year, or an amount in accord with the provisions of their respective employment agreements, whichever is greater. Vacation accrual will be at the rate of ten (10) hours per month, or an amount in accord with the provisions of their respective employment agreements.

**Support Staff (Classified exempt and non-exempt twelve [12] month employees only):** After one (1) year of continuous service as an exempt or non-exempt 12-month employee, an employee shall have

earned eighty (80) hours of vacation at the rate of 6.667 hours per month. After six (6) years of continuous service, the 12-month employee will earn one hundred twenty (120) hours of vacation at the rate of 10 hours per month. Continuous service is calculated beginning with the date hired.

An employee in a twelve-month position will accrue vacation leave between July 1 and June 30. Vacation accrues the first pay period of each month for the month prior.

Accrued vacation time must be used before the end of the following fiscal year in which the time was earned or it will be forfeited. An employee who terminates employment with the District will be paid for unused vacation. There will be no compensation paid for vacation days if an employee terminates within the first year of employment.

Vacation leave will not be earned during a leave of absence or other extended period of inactive pay status and is subject to appropriate adjustment in accordance with established procedures.

Reference: Governing Board Policies [GCD](#) and [GDD](#)

## **Sick Leave**

Employees may use earned paid sick time in the following circumstances (See Arizona Revised Statute 23-373 for further details concerning authorized uses for earned paid sick time):

- Medical care or mental or physical illness, injury, or health condition of the employee or any of the employee's family members.
- A public health emergency affecting the employee or a family member of the employee.
- An absence due to domestic violence, sexual violence, abuse, or stalking involving the employee or any of the employee's family members.

Family, for the purpose of using sick leave, means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
2. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
3. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
4. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Sick leave begins accruing upon hire and may be used upon completion of the probationary period. Certified, classroom teachers who are new to the District will be credited with a one-time allocation of twenty (20) hours of paid sick time that can be accessed as of the first day of their employment contract. This allocation is in addition to paid sick time that will accrue throughout the year.

Each regular staff member shall be credited with a sick leave allowance at a rate based on hours worked per week. Sick leave is awarded once per month based on how many months the employee works.

Each temporary staff member (substitute teacher, driver trainee, substitute caregiver, etc.) shall be credited with a sick leave allowance of one (1) hour per thirty (30) hours worked.

To use earned paid sick time for a foreseeable leave, employees may make such a request orally, in writing, through TCP or Aesop, or by any other means acceptable to the employee's supervisor. When possible, the request shall include the expected duration of the absence. Employees are asked to make a good faith effort to provide KUSD with advance notice of the need for leave to minimize disruption to KUSD operations.

To use earned paid sick time where the need is not foreseeable, employees are to follow the Leave Procedures within this Handbook.

The use of sick leave must be approved and reported in hourly increments. Sick leave shall not be earned during a leave of absence or other extended period of inactive pay status and is subject to appropriate adjustment in accordance with established procedures.

For earned paid sick leave of three or more consecutive work days, KUSD may require reasonable documentation that the earned paid sick time has been used for one of the aforementioned purposes. Documentation signed by a health care professional indicating that earned paid sick leave is necessary shall be considered reasonable documentation. In cases of domestic violence, sexual violence, abuse or stalking, see A.R.S. § 23-373 for types of reasonable documentation.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition, will be subject to discipline, up to and including termination of employment.

Reference: Governing Board Policy [GCCA](#)

## **Donated Sick Leave**

Kingman Unified School District's Sick Leave Donation Program is designed to work on an as-needed basis for staff on a District-approved leave of absence. Employees may voluntarily donate leave according to guidelines of this plan and dictates of conscience.

### **Criteria to request leave:**

- An employee on a District-approved leave of absence may request donated sick leave hours for

their own serious health condition or to care for a family member with a serious health condition. Donations may also be requested for the birth of a newborn child of the employee; such donations are limited to six weeks post-delivery or eight weeks in case of a C-section.

- An employee requesting donations must exhaust all accrued paid leave (i.e., sick, vacation, and personal leave) prior to becoming eligible to receive a donation.
- No requestor will be eligible to receive a donation after qualifying for long- or short-term disability coverage or if his/her illness or injury is covered by workers' compensation.

#### **Donation limits:**

- A requestor may receive up to a limit of 480 donated sick leave hours per fiscal year (based on work calendar).
- A requestor may receive a lifetime benefit of 960 donated sick leave hours (based on work calendar).
- Donated sick leave will be converted into the appropriate number of hours based on the requestor's daily wage.
- Donated sick leave hours will be applied to the requestor's account as needed.
- Donated sick leave shall not affect FMLA policies and procedures.

#### **Criteria to donate leave:**

- An employee must have a minimum of 200 hours of sick leave accumulated to donate.
- An employee may donate a maximum of 40 hours total per school year through the Sick Leave Donation Program.

## **Unpaid Leave**

It is expected that all employees will manage their accrued paid leave in such a way that they have available time to use when they need it and wish to use it. Employees may not take unpaid leave as a means to increase their time away from work over and above what they accrue as a result of working. Unpaid time off for reasons beyond the employee's control, in conjunction with an approved leave of absence, or as otherwise permitted by law is permissible. Employees taking time off for reasons other than what is stated above may be subject to disciplinary action.

A payroll dock (or unpaid leave) will occur if an employee is absent from work and does not have appropriate accrued leave available to use. The dock amount will be calculated based on the employee's daily rate.

## **LEAVES OF ABSENCE**

## **FMLA Leave (Family and Medical Leave Act of 1993)**

FMLA requires Kingman Unified School District to provide up to 12 weeks of unpaid leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have been an employee with the District for at least one year and worked at least 1,250 hours in the 12 months preceding the leave.

Employees are required to provide advance leave notice, for foreseeable absences, and medical certification. Employees requesting FMLA leave will be required to meet with the District's HR Manager 30 days in advance of the requested leave.

For the duration of FMLA leave, Kingman Unified School District will maintain the employee's health coverage under any "group health plan." Any medical premiums owed by the employee will be the responsibility of the employee upon their return to work. Failure to return to work will result in the employee being billed for owed premiums.

At the District's option, certain kinds of paid leave may be substituted for unpaid leave. Paid leave is provided based on the eligible employee's earned leave time.

Reference: Governing Board Policy [GCCC](#) and Exhibits [GCCC-EC](#), [GCCC-ED](#) and [GCCC-EE](#)

## **Non-FMLA Leave of Absence**

Employees who do not qualify for a leave of absence under the Family and Medical Leave Act, may request a leave of absence for reasons specified in Policy GCCC. All leave of absence requests must be made through Human Resources and be approved by the Superintendent or Governing Board, depending upon the duration of the requested absence. A request for leave of absence shall not be denied by the District if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the District, in its sole discretion.

Employees are required to provide advance leave notice, for foreseeable absences, and may be required to provide medical certification. For foreseeable absences, employees are to contact the District's HR Manager no later than 30 days in advance of the requested leave.

Once an employee goes to unpaid status – at any point during the leave of absence – the employee's medical insurance will terminate at the end of the month in which their accrued leave is exhausted (e.g., if the employee goes into unpaid status on November 10<sup>th</sup>, their medical insurance will terminate on November 30<sup>th</sup>). At that point, the employee will be offered COBRA in order to continue their medical insurance. Upon return to active duty, the employee's medical insurance will be reinstated on the first of the following month.

## **Bereavement Leave**

In case of a death in the family (spouse, children, parents, siblings, grandparents, grandchildren and like relations created by marriage), regular employees in budgeted positions who have completed their



probationary period may be absent for up to forty (40) hours in accordance with their work calendar without loss of salary or use of personal leave. Bereavement leave does not have to be taken at one time. However, all bereavement hours must be taken within 60 days. Requests to take a portion of bereavement leave beyond the 60 days must be made in writing to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's accrued sick leave.

Reference: Governing Board Policy [GCCH](#)

## **Military Leave**

Kingman Unified School District recognizes the fact that its employees have citizenship responsibilities. In order to make it possible for employees to carry out their responsibilities to the state, county or nation, the Board will grant leave when necessary to fulfill these duties.

An employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence without a reduction in their rate of pay, time or efficiency rating when engaged in field training.

Persons volunteering for military service, except in time of declared war, will not be considered for long-term military leave.

Reference: Governing Board Policy [GCCD](#) and [Exhibit GCCD-E](#)

## **Civic Duty**

If an employee is called for jury duty, he/she will be excused for such service and shall notify his/her supervisor by providing a copy of the summons. It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee by submitting a copy of the check received from the court to payroll. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.

An employee excused from jury duty shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed (A.R.S. § 21-236).

If an employee is absent to appear in a trial without being summoned or subpoenaed, personal leave or vacation (if applicable) may be used with the approval of the supervisor and the Superintendent. If the employee has no leave available, the time absent will be unpaid.

If an employee is summoned or subpoenaed to appear in a trial on a school-related issue, the absence will be charged to school business.

Reference: Governing Board Policy [GCCD](#)

## **Victim Leave**

Statute provides an employee leave if the employee is the victim of juvenile or adult crime and is

exercising a right to be present at a proceeding as defined in A.R.S. § 8-420 or 13-4439. Compensation may be provided if the employee has available vacation, personal, or sick leave to the extent other leave may be available by policy. If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.

Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and, if applicable, a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. § 8-386 or 13-4405. Leave for this purpose may be limited if the leave creates an undue hardship to the District.

Reference: Governing Board Policy [GCCD](#)

## WORKPLACE CONDUCT

### Staff Ethics

All employees of the District are expected to conduct themselves in accordance with KUSD ethics and maintain high standards in their professional relationships. KUSD employees shall:

- Make the well-being of students the fundamental value of all decision making and actions.
- Maintain just, courteous, and proper relationships with students, parents, staff members, and others.
- Strive for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- Fulfill job responsibilities with honesty and integrity.
- Direct any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the Superintendent, if necessary.
- Support the principle of due process and protect the civil and human rights of all individuals.
- Obey local, state, and national laws and not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- Implement the Governing Board's policies and administrative rules and regulations.
- Refrain from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Pursue appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- Avoid using position for personal gain through political, social, religious, economic, or other influence.
- Maintain standards and seek to improve one's effectiveness in their job and profession through research and continuing professional development.

- Use and protect all school properties, equipment, and materials in accordance with established policies.
- Honor all contracts until fulfillment or release.
- Establish friendly, professional cooperation between the community and school system.
- Represent the school system on all occasions so that the contributions of the school system to the community are recognized.
- Keep in confidence such information as he/she may secure in professional duties unless disclosure serves professional purposes or is required by law.

Reference: Governing Board Policy [GBEA](#)

## **Drug Free Workplace**

The use of illegal drugs or intoxicants in the workplace can have serious safety and security repercussions for both students and staff. Therefore, it is the District's intent and obligation to provide a drug-free workplace whereby employees are prohibited from manufacturing, distributing, dispensing, possessing, or using intoxicants or illegal drugs on or in the workplace or at District-sponsored events. See Exhibit GBEC-EA for a full definition of what is defined as the workplace.

Every employee shall be furnished a copy of the District's Drug-Free Workplace policy and will receive a Drug Free workplace notice attesting to receipt and understanding of the policy.

As conditions of employment, (1) employees must comply with Governing Board Policy GBEC, and (2) notify their supervisor of a conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction. Employees taking medication prescribed by their doctor who feel impaired by the effects of the medication while at work, or are unable to perform the essential functions of their job as a result of the prescribed medication, should notify their supervisor so reasonable accommodations can be discussed.

If there is just cause, an employee may be subject to a reasonable suspicion drug test at the District's request and expense. Transportation employees are subject to random testing in accordance with standards set by the Arizona DPS Student Transportation Unit.

Employees who violate the terms of the District's drug-free workplace policy in any manner are subject to discipline, which may include, but is not limited to, dismissal and/or referral for prosecution.

References: Governing Board Policies [GBEC](#), [GBECA](#), and [GBECB](#); Exhibits [GBEC-EA](#) and [GBEC-EB](#)

## **Smoking on District Premises**

In accordance with A.R.S. § 36-798.03 and Governing Board Policy [GBED](#) employees may not use tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products

on school grounds, inside school buildings, on school parking lots or playing fields, in school buses or other District vehicles, or at off-campus school-sponsored events.

References: Governing Board Policy [GBED](#)

### Staff Dress Code

District employees shall ensure that their dress and grooming present a professional image for students, parents, and the community while at work or while conducting District business. It is important to remember that good public relations and the professional image presented by an employee are an important part of building confidence in our schools. Each Kingman Unified School District employee has an important role to play in building this positive image.

To this end, employees are required to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with KUSD. Employees occupying positions with uniform requirements shall follow directives and procedures as may be required.

The Superintendent, Administrators, and Directors may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas; guidelines may limit natural or artificial scents that could be distracting or annoying to others. If a staff member comes to work in inappropriate dress, the staff member will be required to go home, change into conforming attire or properly groom, and return to work. Hourly paid staff members will be required to take accrued personal or vacation time, or unpaid leave, for any work time missed because of failure to comply with designated workplace attire and grooming standards.

The examples below are not intended to be all-inclusive, but serve as a **guideline**.

<p><b>Examples of Appropriate Attire:</b></p> <ul style="list-style-type: none"> <li>● Dresses, skirts and tailored shorts (no shorter than 3 inches above the knee)</li> <li>● Collared shirts; shirts with sleeves</li> <li>● Casual dress slacks</li> <li>● Jackets</li> </ul>	<p><b>Examples of Inappropriate Attire:</b></p> <ul style="list-style-type: none"> <li>● Tattered, faded or worn clothing</li> <li>● Shirts revealing bare midriff</li> <li>● Low cut tops, tops with spaghetti straps worn alone</li> <li>● Form-fitting Spandex pants</li> </ul>
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Special occasions (e.g., field day, instructional purposes, and outdoor education activities) may necessitate exceptions as authorized by the immediate supervisor. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

KUSD recognizes the importance of individually held religious beliefs of persons within its workforce. KUSD will reasonably accommodate a staff member’s religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire

may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should contact the Human Resources Department.

## **Staff Conflict of Interest in Business Relations**

Any employee who had, or who's relative has, a substantial interest in any decision of the District shall make known this interest in the official records of the District and shall refrain from participating in any manner as an employee in such decision. Violations could result in disciplinary or possible legal action. For additional information see Governing Board Policy [GBEAA](#). Staff members needing to disclose a conflict of interest should refer to Governing Board Exhibit [GBEAA-E](#).

## **Use of Technology**

The District provides technology resources to teachers and staff. The District has a strict policy on the proper use of these resources. The use of technology resources shall support education, research, and the educational goals of the District. Every employee shall be furnished a copy of the District's use of technology policy and will receive a Computer Use Notice attesting to receipt and understanding of the policy.

We recognize that web-based and mobile technologies (cellular telephones) are a part of our world and assist us with our endeavors. It is equally recognized that the misuse of such technologies can be potentially damaging to the District, employees, students, and the community. As such, employees are expected to adhere to Governing Board Policies GBEF and GBEFA with regard to the use of such technologies.

Excessive use of personal cell phones during class time and/or work time may be considered an unprofessional act. De minimis use of personal cell phones during work time is permissible.

Reference: Governing Board Policy [GBEF](#) and [GBEFA](#)

## **Weapons**

In accordance with A.R.S. § 13-3102, employees are not permitted to carry and/or possess firearms/weapons on school premises. School premises means the school, school grounds (including parking lots), school buses or any premises, grounds or vehicles used for school purposes. Employees violating this policy will be subject to discipline, up to and including termination of employment.

## **Reporting Child Abuse**

Any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect, or who has observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, will immediately report or cause a report to be made to the Arizona Department of Child Safety, as required by law.

If the school authority (e.g., teacher, school nurse, principal, counselor) has firsthand knowledge of the facts of abuse or neglect, he/she shall immediately report or cause reports to be made of such information to protective services of the Arizona Department of Economic Security. Such report shall be made forthwith by telephone or in person and shall be followed by a written report within 24 hours.

Per A.R.S. § 13-3620, a person who fails to report abuse is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Reference: Governing Board Policy [JLF](#) and [Regulation JLF-R](#)

## **Notification of Criminal Charges**

Should an employee of Kingman Unified School District No. 20 be formally charged by legal authorities or convicted of any criminal offense, including a felony or misdemeanor, but excluding minor traffic-violations, the employee must notify the Executive Director of Human Resources within five (5) working days. Failure to do so could result in termination.

## **Notification of Subpoena Summons or Legal Complaint**

Any employee who is served with a subpoena, summons, or legal complaint on a matter relating to his/her employment or any other matter relating to Kingman Unified School District No. 20 must notify their immediate supervisor as soon as possible, but no later than the next regular business day for the District Office. Supervisors are to notify the Executive Director of Human Resources of the subpoena, summons, or legal complaint.

## **Political Activities**

The Board recognizes and encourages the right of its employees, as citizens, to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections. In addition:

- Employees may not use the authority of their position to influence the vote or political activities of any subordinate employee.
- District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.
- The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.
- District employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

Reference: Governing Board Policy [GBI](#)

## **Protection of Personal/District Property**

The District is not responsible for the loss of an employee's personal property in classrooms, offices, work areas, school vehicles, or school grounds.

## **Schools/Departments Rules & Regulations**

Schools and departments are expected to establish and publish rules, regulations and procedures designed to meet educational and/or operational needs. Copies of these rules will be filed with the Office of the Superintendent at the beginning of each fiscal year. Lunch periods, rest breaks, hours of work, safety practices, work methods, etc., may vary between schools. Employees will comply with established work schedules. Employees may direct questions about school or department rules and regulations to their immediate supervisor or the Human Resources Department.

## **School Purchases**

Kingman Unified School District conducts the business of purchasing merchandise and/or services through the issuance of preauthorized purchase order numbers. This practice is strictly enforced. Ordering merchandise and/or services without a pre-authorized purchase order number puts both the employee who placed the order and the vendor at risk. Violation of this procedure can result in loss of purchasing privileges, a corrective action plan submitted to the employee's supervisor, and an official record of discipline attached to the employee's record with the District.

Proper procedure: Submit purchase request to site assistant or supervisor in charge of overseeing the funds to be used for the purchase. Once the request is submitted, the next level should conduct its due diligence (is there budget, is this appropriate, is there an accounting code) and then officially submit the request to accounts payable. Once at the AP level, the request will be checked for proper procurement, proper accounting, and whether or not there is budget to support. Once this step is complete (could take several days depending on the nature of the purchase), AP will turn the request into an official pre-authorized purchase order. At this point, items and services can officially be ordered and ultimately paid for once received.

Please refer all questions to Purchasing in the finance department.

Additionally, in situations where Finance cannot correct the purchase of services without a pre-authorized purchase order, payment for services and/or merchandise will be the personal responsibility of the employee who placed the order, and the vendor will ultimately need to seek payment from that individual. After the fact purchase orders are a violation of School District Policy and as such they may result in disciplinary action and/or be subject to an employee's annual evaluation.

## **District Credit Card Usage**

District credit cards can be used by employees in select situations. First, vendors receiving payment through credit cards need to be registered with the District, and there needs to be a pre-authorized purchase order in place before any funds are exchanged (see proper purchasing procedure in previous

paragraph). Credit card purchases made without a purchase order are the responsibility of the cardholder, and the District reserves the right to seek repayment of inappropriate charges.

Additionally, any employee using a District credit card must first read the District’s official credit card usage rules, sign a credit card authorization form acknowledging receipt and understanding of the usage rules, and return it to the Finance Department. This form will be sent to all employees annually.

## PERFORMANCE EXPECTATIONS

### Attendance

The Governing Board believes that the continued success of the Kingman Unified School District is based on the cumulative performance of each and every staff and support member. To foster a thorough and efficient education for all students and to provide a sound model for students to emulate, the Board believes that good attendance is essential. Employees are expected to maintain regular, predictable attendance. Excessive absences could result in disciplinary action up to and including termination of employment.

### Staff Conduct

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. Acts of insubordination, unlawful or improper conduct, uncooperative behavior, refusal to comply with orders or perform work, or other on-the-job conduct that adversely affects the operations of KUSD may result in disciplinary action up to and including termination of employment. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District and carry out all applicable orders issued by the Superintendent.

Reference: Governing Board policies [GBEB](#) and [GBEBB](#), Regulation [GBEB-R](#) and Exhibit [GBEB-E](#)

### Expectations of Administrators

Kingman Unified School District No. 20 is committed to excellence in education. To this end, all KUSD Administrators are committed to:

1. Providing a safe learning environment conducive to student learning.
2. Leading by example, being a role model of professionalism, commitment, and hard work.
3. Being visible, getting out of the office, being in classrooms, and being seen all over the school.
4. Targeting facility cleanliness and functionality while doing walk arounds.
5. Developing and utilizing collaborative decision making.



6. Clearly stating educational goals and expectations to students, staff, and parents.
7. Being an instructional leader focused on student growth every day.
8. Staying focused on the educational mission by utilizing the school's Instructional Coach.
9. Holding self and entire staff accountable for student growth/achievement.
10. Utilizing timely classroom walkthroughs to assess student instruction and learning.
11. Ensuring classroom instruction is aligned with state/District curriculum standards.
12. Taking immediate action to remedy ineffective teaching/instruction in the classroom.
13. Utilizing formative assessments and Benchmark testing to assess student learning.
14. Building community relationships and connections to support their school.
15. Completing teacher evaluations on time, professionally, with fairness and objectivity.
16. Being a good steward of educational funding and school generated funds.
17. Meeting all deadlines, coming to meetings on time, and following instructions from supervisors.
18. Being proactive in decision making and keeping the district informed.
19. Showing respect to peers through timely correspondence and collaboration.
20. Offering meaningful kindness, appreciation, and caring. Keeping a sense of humor.

## Expectations of Teachers

Kingman Unified School District No. 20 is committed to excellence in education. To this end, all KUSD teachers are committed to:

### Instruction:

1. Teaching to the Arizona College & Career Readiness Standards utilizing Beyond Textbooks (BT). Some teachers will also utilize the CTE equivalent to BT or the Cambridge curriculum.
2. Developing effective daily lesson plans using the Unwrapped Documents and the **Essential Elements of Instruction (EEI)**.
3. Posting a daily agenda as well as a lesson objective/focus for each instructional period, including EL objective.
4. **Formulating, Selecting and Teaching to the Objective** at the correct level of difficulty, restating it during the lesson.
5. Maximizing instructional teaching time every class period every day through **Active Participation**.
6. Using State Assessments, benchmark data, and other assessments to analyze and guide instruction.
7. Utilizing to the maximum extent possible all available instructional technology in the classroom.
8. Making appropriate accommodations for students as agreed upon in IEPs and ILLPs.

9. Ensuring real student engagement (as opposed to student compliance) during classroom instruction.
10. **Monitoring and adjusting** throughout the lesson through **Checks for Understanding** by making use of Re-teach and Enrich programs.
11. Making use of PLD's to determine the expectations for students to demonstrate all DOK levels.
12. Including **Closure** activities that summarize the learning that has taken place.
13. Support the school's policies on Daily Math Skills and Re-teach and Enrich programs.
14. Post and enforce classroom and school-wide expectations and procedures.

#### **Student Interactions:**

1. Believing all students must show appropriate academic growth throughout the school year.
2. Teaching students to be independent thinkers and problem solvers by focusing on Depth of Knowledge (DOK) and application.
3. **Motivating** students by creating lessons that activate prior knowledge using **Anticipatory Sets**.
4. Expecting students to attend classes regularly, participate, and make every effort to succeed.
5. Building supportive, positive, and respectful relationships with students.
6. Challenging students with coursework that requires above average effort and thinking (rigor).
7. Utilizing small groups and hands-on instructional activities to foster interactive learning.
8. Holding high expectations for students.

#### **Professionalism:**

1. Collaborating with fellow teachers on common assessments.
2. Maintaining appropriate and accurate records.
3. Updating TeacherVUE gradebook at least weekly with multiple meaningful assignments.
4. Promoting parent and student use of ParentVUE / StudentVUE to monitor progress.
5. Following and enforcing the Acceptable Use Policy for Technology.
6. Communicating regularly with parents and being available to assist students.
7. Working collaboratively with fellow teachers, student achievement leaders, district achievement leaders, school administrators, and counselors to address the needs of struggling students.
8. Dressing professionally and wearing staff ID (How would you want your child's teacher to look?).
9. Being prepared and on time for mandatory meetings (e.g., data, faculty, IEP, etc.).
10. Preparing in advance (when possible) for being absent, including having lesson plans for the substitute.

## **Disciplinary Action Policy**

Employees may be disciplined for misconduct, performance below standards, violations of policies and procedures, failure to follow directives, excessive absenteeism, and any conduct that, in the judgment of the District, is inappropriate.

Procedures used to impose discipline are detailed in Governing Board policies [GCQF](#) and [GDQD](#). Procedural due process will be followed in each case.

## **EVALUATION OF STAFF**

### **Performance Evaluations**

The District conducts a program of evaluation of its classroom teachers and other certified staff on an annual basis. Certified staff with less than three continuous years of service in the District, and teachers participating in the exchange program, receive a minimum of two formal observations each academic year. Certified staff with more than three continuous years of service, and have attained Continuing status, have the option to waive the second formal observation.

### **Support Staff Evaluations**

All classified/support staff are evaluated on an annual basis by their supervisor/director.

## **EMPLOYEE BENEFITS**

### **Employee Health Insurance**

ASBAIT is the administrator for major medical, dental, vision, prescription, and Basic Life insurance programs. For more information, visit their website at [www.asbait.org](http://www.asbait.org) or call (800) 762-2234.

All eligible employees (30 hours or more per week) have the option of participating in the District's health insurance program.

Each eligible employee must complete an initial enrollment form prior to becoming eligible for insurance. Eligible employees choosing to elect dependent insurance coverage should do so upon initial enrollment, during open enrollment periods, when there is a qualifying event, or when their employment status changes. Insurance coverage begins on the first day of employment

Retirees who are employees of Educational Services, Inc. (ESI) and have requested and been offered reemployment with the District will not have to serve a probationary period in order to receive insurance benefits, provided there has been no gap in service to the District during the transition from ESI to KUSD.

The District pays insurance premiums for all employees one month in advance. These payments are made in good faith of continuing employment. If an employee terminates employment during the summer months, he/she will be liable for insurance premiums for the months the District has paid unless the employee returns and completes a minimum of four (4) weeks of employment. All premiums must be re-paid at current applicable rates.

Employee-paid medical insurance premiums and HSA contributions are deducted from your paychecks based on your work calendar. For salaried and 12-month hourly employees, these deductions follow the 25-pay deduction schedule according to your work calendar. For hourly employees (9-month, 10-month, or 11-month) these deductions follow the 16-pay deduction schedule. Dental and vision insurance premiums follow the 16-pay deduction schedule. Employer contributions to Health Savings Accounts follow the 16-pay deduction schedule.

## **Arizona State Retirement System**

Arizona law requires that public school employees working 20 hours or more per week for 20 or more weeks per year (20/20) participate in the Arizona State Retirement Plan. This plan is designed to provide employees with a source of income to supplement Social Security benefits at retirement.

For more information, visit their website at [www.azasrs.gov](http://www.azasrs.gov) or call (602) 240-2000 or toll free: 1-800-621-3778.

## **Tax Sheltered Annuities**

Eligible employees have the option of purchasing short-term disability insurance and supplemental life insurance. The premiums for additional insurance must be paid through payroll deductions. Employees also have the option of participating in pre-tax flexible spending accounts for healthcare and dependent care eligible expenses. As an employee working for a public, government entity, you are also eligible to participate in a tax-sheltered annuity plan. It allows you to defer receiving a portion of your current year's earnings, enabling you to defer paying income tax on that portion.

## **Employee Assistance Program**

Employees are encouraged to seek confidential assistance if they have concerns about alcohol/drug usage or other matters which may affect job performance.

An employee who must be referred to an employee assistance program may be placed on some category of leave until the District receives medical and/or professional certification of the employee's ability to resume job responsibilities. Counseling is short-term and confidential.

## Professional Growth Opportunities

The District provides a full range of professional development opportunities in order to attract and retain highly qualified staff.

Professional staff seeking to use graduate-level educational credits for growth on the salary scale are encouraged to obtain pre-approval by submitting the proper paperwork to the Human Resources Department. Courses not pre-approved may not count toward lane changes. **Official transcripts** of completed courses must be submitted to the Human Resources Department on or before **October 1<sup>st</sup>** to receive credit in the form of a lane change for the current school year. Staff who are eligible for a lane change but submit their transcripts after October 1<sup>st</sup> will receive a lane change the following fiscal year. Employees are eligible for **one** lane change per school year. Lane changes occur after 12 credits are earned. Refer to Governing Board Policy ([GCBA](#)) for additional information relative to advancement on the salary scale.

## Professional Leave for School Business

Employees may submit a request for School Business Leave, to improve their knowledge and skills, in order to attend conventions, conferences, workshops, professional meetings, and school activities. Requests must be pre-approved by the employee's principal/supervisor. Approved time away from work will be charged to school business.

Reference: Governing Board Policy [GCCE](#)

## Workers' Compensation

Employees are covered by workers' compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. An employee must report any such accident to the supervisor's office immediately, since a report on the time of the accident, persons involved, and how it happened is required.

Specific leave and compensation benefits shall be made available to all employees in accordance with the law (Workers' Compensation), based upon the following:

During the first seven (7) days of absence due to a job-related injury/accident, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave. If a job-related injury/accident results in more than seven (7) days absence, the insurance carrier will be responsible for handling the claim for lost pay. In no event will an employee receive a combined salary and workers' compensation in excess of the employee's regular salary.

All injured employees who receive medical treatment must have a release to return to work from their treating physician. The District will engage with injured workers who are not released to full duty to discuss accommodations and/or modified duty.

Reference: Governing Board policies [GBGD](#) and [EBBB](#), Regulation [GBGD-R](#), and Exhibit [GBGD-E](#)

## Sick Leave Buy-Back Program

Current employees, who meet eligibility requirements and will be returning the next school year, may choose to participate in the District's sick leave buy-back program. Requests must be received by the District on or before December 31<sup>st</sup> of each year.

**Certified and Salaried Employees:** Eligible certified and salaried employees may choose to sell a maximum of 120 hours of sick leave to the District annually in June. Certified and salaried employees with less than 10 years of continuous service may sell up to 120 hours of sick leave each year to the District at a rate of \$3.00 per hour. Certified and salaried employees with 10 or more years of continuous service with the District may sell up to 120 hours of sick leave each year to the District at a rate of \$5.40 per hour.

To be eligible, the certified or salaried employee:

- Must maintain a minimum of 120 hours of sick leave. For example, a certified employee with 130 hours of sick leave may elect to sell 10 of those hours to the District.
- Must not have used more than 32 hours of sick leave in either of the two semesters in the given year. For example, a certified employee with 150 hours of sick leave who used 40 hours of sick leave in the first semester may not sell his/her sick leave to the District at the end of the year.
- Must be returning for the subsequent school year.

**Classified Hourly Employees:** Eligible classified employees with 10 or more years of continuous service with the District may choose to sell a maximum of 120 hours of sick leave to the District annually in June at a rate of \$3.75 per hour.

To be eligible, the classified employee:

- Must maintain a minimum of 120 hours of sick leave. For example, a classified employee with 130 hours of sick leave may elect to sell 10 of those hours to the District.
- Must not have used more than 30 hours of sick leave in either of the two semesters in the given year. For example, a classified employee with 150 hours of sick leave who used 40 hours of sick leave in the first semester may not sell his/her sick leave to the District at the end of the year.
- Must be returning for the subsequent school year.

## HEALTH AND SAFETY

### Safety/Accident Reporting

All employees have the responsibility of maintaining safe conditions in their work areas and making safety a part of their normal work routine. All employees should promptly report – to the principal of the school or immediate supervisor – any events or situations which may cause increased air pollution within the school or on the campus and any defects in buildings, grounds, or equipment that might prove injurious to the safety, health, or comfort of students, employees, or other persons. Employees should

also take reasonable precaution for the safe use of buildings, grounds, and equipment by students.

If an accident occurs while you are on duty, you are protected under Workers' Compensation of Arizona. Injuries sustained on school property must be reported to your supervisor and/or school nurse within 24 hours on the Incident Report Form. **You must also contact** The Alliance on-call triage nurse at 1-888-252-4689, option 2, to file a report as soon as possible after the injury occurred and prior to receiving medical attention.

Injuries requiring immediate emergency attention will be referred to the nearest hospital emergency room or call 911.

In order to establish possible rights to Workers' Compensation Insurance, a prompt reporting of any accident or injury occurring on the job should be made to your supervisor who will advise you on the proper procedures. Failure to do so can delay or prevent you from receiving benefits.

**All employees will be required to observe the following safety rules:**

- Know the locations of fire extinguishers and how to use them correctly. Always alert emergency response personnel in the event of a fire.
- Watch out for recently waxed floors, loose carpeting, floorboards and tiles. Wipe all spills immediately.
- Wear proper footwear and clothing at all times.
- Keep all legs of the chair in use on the floor. Tilting back in a chair may result in falls. Never use a desk or chair as a ladder or standing platform.
- Beware of telephone and electrical cords lying across the floor.
- Avoid obstructing your vision when carrying large loads. Don't hurry; especially around corners.
- Don't store boxes where people might trip.
- Store heavy or breakable items on lower shelves.
- Avoid risk of rupture, internal injury or back injury in attempting to lift or push excessive loads. If an object is too heavy to move or lift without strain, ask for help.
- Observe the correct position for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent and tuck your chin. Tilt head forward, lift with both hands and gradually push up with your legs, keeping your back straight. Avoid any abrupt movement.

Employees are responsible for the proper care of all District facilities, equipment, and property in their custody or control. Damage to District property caused by carelessness or negligence, could result in disciplinary action.

Reference: Governing Board Policy [EBBB](#)

## **Protection of Staff (Threats)**

An employee who is threatened with bodily harm by an individual or group while carrying out his/her assigned duties shall immediately notify their building principal or supervisor. The principal or supervisor shall immediately notify the Superintendent's office of the threat, and together they shall take

immediate steps in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

## **Personal Health**

The Kingman Unified School District Governing Board recognizes that employees with chronic communicable diseases have a reasonable right to work. The Governing Board also recognizes their responsibility to assure a safe environment for all students and staff.

If a District employee learns that he/she has a chronic communicable disease, the employee shall notify the Superintendent immediately. The employee shall not be excluded from school unless a significant risk is presented to the health and safety of others which cannot be eliminated by reasonable accommodation. The Superintendent shall consult with legal counsel and health professionals, as necessary, to ensure that exclusion of a staff member with a chronic communicable disease will not violate the staff member's rights under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

The District nurse or other person designated by the Superintendent must reassess an employee who has been excluded from school because of a communicable disease before the employee returns to work. The District may require a physician's written medical release as a condition for the staff member's return to work.

Kingman Unified School District, in compliance with OSHA standards for Occupational Exposure to Bloodborne Pathogens (29 CFR 1910), has established standards and administrative procedures to prevent employee exposure to bloodborne infectious diseases from contact with blood or body fluids. Each District location shall have a provision of equipment and supplies necessary to minimize the risk of HIV and other bloodborne pathogens. All employees shall be required to complete bloodborne training annually. Eligible employees shall sign off on a pre-exposure form annually to accept or decline the Hepatitis B vaccination at the District's expense.

For more information, please contact your school nurse or District nurse.

Reference: Governing Board policies [GBGC](#) and [GBGCB](#) and Exhibit [GBGC-E](#)

## **Liability Coverage**

Kingman Unified School District purchases general and automobile liability coverage for District vehicles to cover claims made against the negligent acts of all employees and volunteers acting in the scope of their assigned duties.

Employees who use their own vehicle for school business must comply with Arizona State automobile insurance requirements. The District's liability coverage is secondary coverage to the driver's personal auto insurance, which would be the primary coverage in the case of an accident. Employees who use



their personal automobiles while on school business do not have physical damage (i.e., collision or comprehensive) coverage in the event an accident occurs.

It is important that employees check their personal insurance policies to ensure they have the proper coverage to use their vehicles for official business. Please refer questions in this area to the District's Finance Director.

## COMPLAINTS AND GRIEVANCES

A "grievance" is a complaint by a District employee alleging a violation or misinterpretation of any District policy or regulation which specifically governs employees' terms and conditions of employment.

A "grievant" may be any employee of the District filing a grievance.

"Terms and conditions of employment" means the hours of employment and compensation, including fringe benefits.

To resolve any disputes you may have, the District has established procedures. You are urged to discuss the dispute informally with your immediate supervisor, any member of the administration and/or the Human Resources Department before filing a formal grievance or complaint. Any grievance must be signed by the employee.

Reference: Governing Board Policy [GBK](#), Regulation [GBK-R](#), and Exhibits [GBK-EA](#) through [GBK-EE](#)

## SEPARATION OF EMPLOYMENT

Support staff voluntarily terminating their employment with the District are expected to give advance notice of not less than ten working days. This notice should be submitted in writing to their supervisor and the District Office and should specify the last day of work.

**Employees leaving KUSD employment must complete EXIT paperwork, which is to be signed by the school administrator and brought to the District Office. Paperwork is to be done in advance of receiving the final paycheck.**

Benefits end on the last day of the month following an employee's date of separation.

### **Breach of Contract**

Resignations or requests to be released from contract by professional staff must be approved by the Governing Board in advance. A certified employee who resigns or terminates employment without the advance approval of the Board, is deemed to have committed an unprofessional act as provided by law

at A.R.S. § 15-545. The employee may be reported to the State Board for disciplinary action. The employee may also be assessed a fee for the reasonable costs for recruitment and related expenses, as determined by the Governing Board. This sum will be taken out of the employee's final paycheck or any other amount owed to the employee by the District on termination. The Board may, in its sole discretion, waive this fee if resignation is based upon circumstances beyond the control of the employee, is a resignation in lieu of dismissal, or based on other circumstances in the Board's discretion.

## **Reimbursement for Unused Sick Leave**

Employees who are leaving the District after working ten (10) or more consecutive full years will be eligible for reimbursement of unused sick leave. Note: This reimbursement pertains to sick leave only, and does not include personal leave.

Sick leave accumulated will be paid out on a per hour basis. Though sick leave can be accumulated without limit, a maximum of 1,800 hours is established for the determination of any payout for unused sick leave.

Certified and exempt staff with ten (10) or more consecutive full years with the District shall be paid for their unused sick leave at a rate of \$9.00 per hour.

Certified and exempt staff with less than ten (10) consecutive full years with the District shall be paid for their unused sick leave at a rate of \$5.00 per hour.

Classified, hourly staff with ten (10) or more consecutive full years with the District shall be paid at a rate of \$6.25 per hour.

**Employees must notify the District in writing of their intention to resign or retire by the established contract or at-will notice of employment return date of the current year to be eligible for payment.**

## **Unemployment Benefits**

Under the provisions of A.R.S. § 23-750 E, school employees are not eligible to receive unemployment benefits between two successive academic years, or between customary break periods, if there is a contract or a reasonable assurance, they will perform services in any capacity within KUSD in the next academic year or term.

## **Reemployment Following Retirement**

At the Board's discretion, the District may choose to reemploy individuals who have qualified for retirement under the Arizona State Retirement System, have retired, and are requesting reemployment with the District the following fiscal year. To request reemployment, individuals should submit a letter of interest and recommendation to the Superintendent and Executive Director of Human Resources no later than April 1. Individuals who notify the District of their interest in reemployment through Educational Services, Inc. (ESI) after April 1 are ineligible for reemployment in the upcoming fiscal year.

Employees seeking to retire, pursue employment with ESI, and enter the program mid-year on January 1, should submit a letter of interest and recommendation to the Superintendent and Executive Director of Human Resources on or before October 1.

Retirees hired, if any, will be selected for employment based upon their overall qualifications and on the needs and best interests of the District. Retired employees have no right to be rehired by the District, and if hired, have no right to renewal of their employment.

Certificated employees will be required to complete the affirmation of a retired employee upon return to employment as required by A.R.S. § 38-766.01. In addition, all retired employees will have contributions at the alternate contribution rate pursuant to A.R.S. § 38-766.02 retained from their compensation and sent to the Arizona State Retirement System.

Reference: Governing Board Policy [GCQE](#)

## **Continuation of Health Insurance**

Upon resignation or termination “qualified” individuals are entitled to continued health, dental and vision insurance coverage through COBRA. The District’s insurance administrator will send COBRA paperwork directly to the employee; **this information is not sent by the District Office**. A “Qualified” dependent is entitled to elect the continued coverage independently. The qualified individuals or dependents include:

1. The spouse and dependents of a deceased employee who were covered at the time of death.
2. A legally separated spouse of an employee and their eligible dependents.
3. A former spouse of an employee if that spouse was covered under the plan before the divorce.
4. Spouses and dependents of Medicare-eligible employees.
5. Terminated employees.
6. Covered employee’s dependents whose age or status have rendered them ineligible for coverage.
7. Employees whose reduced-hour status affects their eligibility.

Participants in categories 5 and 7 (above) are eligible for continued coverage for 18 months; individuals in all other categories may participate for 36 months.

Eligible employees and/or dependents will be responsible for premiums at COBRA rates.





# Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 12-31-2026)

## PART A: General Information

Even if you are offered health coverage through your employment, you may have other coverage options through the Health Insurance Marketplace ("Marketplace"). To assist you as you evaluate options for you and your family, this notice provides some basic information about the Health Insurance Marketplace and health coverage offered through your employment.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options in your geographic area.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium and other out-of-pocket costs, but only if your employer does not offer coverage, or offers coverage that is not considered affordable for you and doesn't meet certain minimum value standards (discussed below). The savings that you're eligible for depends on your household income. You may also be eligible for a tax credit that lowers your costs.

### Does Employment-Based Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that is considered affordable for you and meets certain minimum value standards, you will not be eligible for a tax credit, or advance payment of the tax credit, for your Marketplace coverage and may wish to enroll in your employment-based health plan. However, you may be eligible for a tax credit, and advance payments of the credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that is considered affordable for you or meet minimum value standards. If your share of the premium cost of all plans offered to you through your employment is more than 9.12%<sup>1</sup> of your annual household income, or if the coverage through your employment does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit, and advance payment of the credit, if you do not enroll in the employment-based health coverage. For family members of the employee, coverage is considered affordable if the employee's cost of premiums for the lowest-cost plan that would cover all family members does not exceed 9.12% of the employee's household income.<sup>2</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered through your employment, then you may lose access to whatever the employer contributes to the employment-based coverage. Also, this employer contribution - as well as your employee contribution to employment-based coverage - is generally excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis. In addition, note that if the health coverage offered through your employment does not meet the affordability or minimum value standards, but you accept that coverage anyway, you will not be eligible for a tax credit. You should consider all of these factors in determining whether to purchase a health plan through the Marketplace.

<sup>1</sup> Indexed annually; see <https://www.irs.gov/pub/irs-drop/rp-22-34.pdf> for 2023.

<sup>2</sup> An employer-sponsored or other employment-based health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs. For purposes of eligibility for the premium tax credit, to meet the "minimum value standard," the health plan must also provide substantial coverage of both inpatient hospital services and physician services.

## When Can I Enroll in Health Insurance Coverage through the Marketplace?

You can enroll in a Marketplace health insurance plan during the annual Marketplace Open Enrollment Period. Open Enrollment varies by state but generally starts November 1 and continues through at least December 15.

Outside the annual Open Enrollment Period, you can sign up for health insurance if you qualify for a Special Enrollment Period. In general, you qualify for a Special Enrollment Period if you've had certain qualifying life events, such as getting married, having a baby, adopting a child, or losing eligibility for other health coverage. Depending on your Special Enrollment Period type, you may have 60 days before or 60 days following the qualifying life event to enroll in a Marketplace plan.

There is also a Marketplace Special Enrollment Period for individuals and their families who lose eligibility for Medicaid or Children's Health Insurance Program (CHIP) coverage on or after March 31, 2023, through July 31, 2024. Since the onset of the nationwide COVID-19 public health emergency, state Medicaid and CHIP agencies generally have not terminated the enrollment of any Medicaid or CHIP beneficiary who was enrolled on or after March 18, 2020, through March 31, 2023. As state Medicaid and CHIP agencies resume regular eligibility and enrollment practices, many individuals may no longer be eligible for Medicaid or CHIP coverage starting as early as March 31, 2023. The U.S. Department of Health and Human Services is offering a temporary Marketplace Special Enrollment period to allow these individuals to enroll in Marketplace coverage.

Marketplace-eligible individuals who live in states served by HealthCare.gov and either- submit a new application or update an existing application on HealthCare.gov between March 31, 2023 and July 31, 2024, and attest to a termination date of Medicaid or CHIP coverage within the same time period, are eligible for a 60-day Special Enrollment Period. **That means that if you lose Medicaid or CHIP coverage between March 31, 2023, and July 31, 2024, you may be able to enroll in Marketplace coverage within 60 days of when you lost Medicaid or CHIP coverage.** In addition, if you or your family members are enrolled in Medicaid or CHIP coverage, it is important to make sure that your contact information is up to date to make sure you get any information about changes to your eligibility. To learn more, visit HealthCare.gov or call the Marketplace Call Center at 1-800-318-2596. TTY users can call 1-855-889-4325.

## What about Alternatives to Marketplace Health Insurance Coverage?

If you or your family are eligible for coverage in an employment-based health plan (such as an employer-sponsored health plan), you or your family may also be eligible for a Special Enrollment Period to enroll in that health plan in certain circumstances, including if you or your dependents were enrolled in Medicaid or CHIP coverage and lost that coverage. Generally, you have 60 days after the loss of Medicaid or CHIP coverage to enroll in an employment-based health plan, but if you and your family lost eligibility for Medicaid or CHIP coverage between March 31, 2023 and July 10, 2023, you can request this special enrollment in the employment-based health plan through September 8, 2023. Confirm the deadline with your employer or your employment-based health plan.

Alternatively, you can enroll in Medicaid or CHIP coverage at any time by filling out an application through the Marketplace or applying directly through your state Medicaid agency. Visit <https://www.healthcare.gov/medicaid-chip/getting-medicaid-chip/> for more details.

## How Can I Get More Information?

For more information about your coverage offered through your employment, please check your health plan's summary plan description or contact

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The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.



## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Kingman Unified School District #20		4. Employer Identification Number (EIN) 86-0815844	
5. Employer address 3033 MacDonald Ave		6. Employer phone number 928-753-5678	
7. City Kingman	8. State AZ	9. ZIP code 86401	
10. Who can we contact about employee health coverage at this job? Jennifer Miranda			
11. Phone number (if different from above)		12. Email address benefits@kUSD.org	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees. Eligible employees are:

All employees who work 30 or more hours per week.

Some employees. Eligible employees are:

Who work for KUSD 30 or more hours per week.

- With respect to dependents:

We do offer coverage. Eligible dependents are:

Eligible dependents include spouse, domestic partner, and eligible child

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**\*\*** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

Yes (Continue)  
13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? \_\_\_\_\_ (mm/dd/yyyy) (Continue)

No (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard\*?

Yes (Go to question 15)  No (STOP and return form to employee)

15. For the lowest-cost plan that meets the minimum value standard\* **offered only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$ 0.00

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year? \_\_\_\_\_

Employer won't offer health coverage

Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.\* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much would the employee have to pay in premiums for this plan? \$ \_\_\_\_\_

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

\* An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)



## Memorandum

**To:** KUSD Governing Board  
Dr. Gretchen Dorner, Superintendent

**From:** Dr. Wendy Reisinger, Executive Director, Human Resources

**RE:** Compensation schedules for FY 2025-2026

### FOR AGENDA

- Possible action to approve compensation schedules for FY 2025-2026

### FOR PACKET

Staff recommends the Governing Board approve the attached 2025-2026 placement schedules for hourly and salaried staff for the 2025-2026 school year.

#### Highlights:

- 1) Classified New Hire Placement Schedule
  - a) No change to wage ranges
- 2) Certified Salary Schedule
  - a) No change to wage range. Clarifying language was added regarding the classroom site funds and performance pay allocations.
- 3) Certified School Counselors Salary Schedule
  - a) No change to wage ranges. Clarifying language was added regarding the classroom site fund distribution.
- 4) Professional Student Support Services Staff Salary Schedule
  - a) No change to wage ranges. Clarifying language was added regarding the classroom site fund distribution.
- 5) Exempt Staff Salary Placement Schedule
  - a) Created a new hire salary range for Supervisors to allow for position placement under that of the Manager I classification.

Staff recommends the Governing Board approve the 2025- 2026 compensation schedules.

Attachments



**Kingman Unified School District No. 20**  
**Professional Student Support Services Staff Salary Schedule**  
**FY 2025-2026**

**School Psychologist**

**July 1, 2025 – May 20, 2026 (166 contracted days)**

Years of Experience as a School Psychologist	Placement Salary
Up to three (3) years of experience	\$71,000
Three or more years of experience	\$74,000

\*Appropriately-certified school psychologists are eligible for \$3,700 in classroom site funds, in addition to their employment contract, as part of base pay. This component of base pay will be paid out as a lump sum in July to eligible psychologists.

**Notes:**

- Following initial salary placement, future salary increases are determined by the Governing Board.
- Psychologists may be issued a supplemental agreement that provides for up to 120 hours of work outside of the employment contract for student evaluations, as business needs require. Such work would occur during non-contracted breaks and will be paid at a rate commensurate with each school psychologist’s regular hourly rate of pay, as tracked through timesheets.
- Psychologists will who conduct evaluations of students whose first language is not English will receive a stipend for utilizing their bilingual skills. Psychologists will receive \$750/evaluation if they are fluent in the language, or \$375/evaluation if a translator is necessary.
- School psychologist interns are contracted for 166 days and compensated in accordance with the certified teaching staff initial salary placement schedule.

**Speech-Language Pathologist**

**July 7, 2025 – May 20, 2026 (151 contracted days)**

Years of Experience as a Speech-Language Pathologist	Placement Salary
Up to three (3) years of experience, without Certificate of Clinical Competence	\$68,000
Up to three (3) years of experience, with Certificate of Clinical Competence	\$71,000
Three or more years of experience, without Certificate of Clinical Competence	\$71,000
Three or more years of experience, with Certificate of Clinical Competence	\$74,000

\*Appropriately-certified SLPs are eligible for \$3,700 in classroom site funds, in addition to their employment contract, as part of base pay. This component of base pay will be paid as a lump sum in July to eligible SLPs.

**Notes:**

- Following initial salary placement, future salary increases are determined by the Governing Board.
- Speech-language pathologists who maintain a current Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) through the American Speech-Language-Hearing Association (ASHA) will receive \$1,500 per semester, not to exceed \$3,000 in one fiscal year.
- Speech-language pathologists who conduct assessments of students whose first language is not English will receive a stipend for utilizing their bilingual skills. Pathologists will receive \$750/assessment if they are fluent in the language, or \$375/assessment if a translator is necessary.

**Occupational Therapist, Physical Therapist**

**July 7, 2025 – May 20, 2026 (151 contracted days)**

Years of Experience as OT or PT	Placement Salary
Up to three (3) years of experience	\$68,000
Three or more years of experience	\$71,000

\*Occupational therapists and physical therapists are not eligible for classroom site funds.



**Kingman Unified School District No. 20  
Certified School Counselors Salary Schedule  
FY 2025-2026**

**Counselor – Middle School/High School  
July 7, 2025 – June 11, 2026 (162 contracted days)**

Tier	MA	MA+12	MA+24	MA+36	MA+48	MA+60	EdD
1	\$50,434	\$51,534	\$52,634	\$53,734	\$54,834	\$55,934	\$57,034
2	\$50,934	\$52,034	\$53,134	\$54,234	\$55,334	\$56,434	\$57,534
3	\$51,434	\$52,534	\$53,634	\$54,734	\$55,834	\$56,934	\$58,034
4	\$51,934	\$53,034	\$54,134	\$55,234	\$56,334	\$57,434	\$58,534
5	\$52,434	\$53,534	\$54,634	\$55,734	\$56,834	\$57,934	\$59,034
6	\$52,934	\$54,034	\$55,134	\$56,234	\$57,334	\$58,434	\$59,534
7	\$53,434	\$54,534	\$55,634	\$56,734	\$57,834	\$58,934	\$60,034

\*Appropriately-certified school counselors are eligible for \$3,700 in classroom site funds, in addition to their employment contract, as part of base pay. This component of base pay will be paid out as a lump sum in July to eligible counselors.

**Counselor – Elementary School  
July 9, 2025 – May 20, 2026 (148 contracted days)**

Tier	MA	MA+12	MA+24	MA+36	MA+48	MA+60	EdD
1	\$46,065	\$47,165	\$48,265	\$49,365	\$50,465	\$51,565	\$52,665
2	\$46,565	\$47,665	\$48,765	\$49,865	\$50,965	\$52,065	\$53,165
3	\$47,065	\$48,165	\$49,265	\$50,365	\$51,465	\$52,565	\$53,665
4	\$47,565	\$48,665	\$49,765	\$50,865	\$51,965	\$53,065	\$54,165
5	\$48,065	\$49,165	\$50,265	\$51,365	\$52,465	\$53,565	\$54,665
6	\$48,565	\$49,665	\$50,765	\$51,865	\$52,965	\$54,065	\$55,165
7	\$49,065	\$50,165	\$51,265	\$52,365	\$53,465	\$54,565	\$55,665

\*Appropriately-certified school counselors are eligible for \$3,700 in classroom site funds, in addition to their employment contract, as part of base pay. This component of base pay will be paid out as a lump sum in July to eligible counselors.

**Experience Credit**

Individuals with up to one year of experience as a school counselor are placed on Tier 1 of the placement scale. One tier for each full year of experience as a school counselor, up to seven years.

**Lane Changes for Graduate Credit in Educational Program**

Kingman Unified School District provides opportunities for salary advancement of counseling staff. An increase in salary of \$1,100 occurs at each accumulation of 12 graduate-level credit hours of approved professional growth activities beyond the Master’s degree, ending at 60 credit hours. An additional increase of \$1,100 occurs once a doctorate is attained.



### Important Notes about Lane Changes:

- Employees need a minimum of 12 graduate-level credit hours to be eligible for a lane change.
- Graduate-level coursework must be through an accredited university program and must lead to a degree, certificate, or endorsement.
- Counselors seeking to use educational credits for growth on the salary scale are encouraged to obtain pre-approval by submitting the proper paperwork to the Human Resources Department for review by the Professional Growth Committee. Courses not pre-approved may not count toward lane changes.
- The Professional Growth Committee will review and hear appeals of denied coursework. The Professional Growth Committee will include the executive directors of Human Resources and Federal Programs.
- Official transcripts of completed courses must be submitted to the Human Resources Department on or before **October 1<sup>st</sup>** to receive credit in the form of a lane change for the current school year. Staff who are eligible for a lane change but submit their transcripts after October 1<sup>st</sup> will receive a lane change the following fiscal year.
- Lane changes are limited to one per fiscal year.
- The following will not apply toward lane changes: Non-credit courses; recertification hours; and, graduate coursework in approved educationally accredited fields to benefit school district students where the employee has been reimbursed by the District.



**Kingman Unified School District No. 20**  
**Certified Salary Schedule—Teachers, Instructional Coaches, Teachers on Assignment**  
**FY 2025-2026**

**New Hires**

New Hire Salary Placement	
Tier	Years of Teaching Experience
1	No experience up to 4 years of teaching experience
2	4+ years of teaching experience

**Certified Teachers**

**July 9, 2025 – May 20, 2026 (148 contracted days)**

Tier	Base Pay	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60	EdD
		BA+36	BA+48	BA+60	BA+72	BA+84	BA+96				
1	Contract	\$37,075	\$38,175	\$39,275	\$40,375	\$41,475	\$42,575	\$43,675	\$44,775	\$45,875	\$46,975
	Prop 301	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
	<b>TOTAL</b>	<b>\$45,575</b>	<b>\$46,675</b>	<b>\$47,775</b>	<b>\$48,875</b>	<b>\$49,975</b>	<b>\$51,075</b>	<b>\$52,175</b>	<b>\$53,275</b>	<b>\$54,375</b>	<b>\$55,475</b>
2	Contract	\$39,075	\$40,175	\$41,275	\$42,375	\$43,475	\$44,575	\$45,675	\$46,775	\$47,875	\$48,975
	Prop 301	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
	<b>TOTAL</b>	<b>\$47,575</b>	<b>\$48,675</b>	<b>\$49,775</b>	<b>\$50,875</b>	<b>\$51,975</b>	<b>\$53,075</b>	<b>\$54,175</b>	<b>\$55,275</b>	<b>\$56,375</b>	<b>\$57,475</b>

*KUSD's minimum and maximum new hire base pay ranges for teachers include the district's contracted salary – determined by years of experience and higher education – plus \$8,500 in state-funded Prop 301 money. The contracted salary in combination with the \$8,500 in 301 money creates the base wages for appropriately-certified teachers, which are represented by the salary ranges. **In addition to base pay, certified teaching staff are eligible for an additional \$4,500 in Prop 301 performance pay.** Appropriately-certified teachers are eligible for up to \$13,000, total, for the 2025-26 school year. All Prop 301 money is paid separately and not included in the employment contract.*

**Teacher on Assignment and Instructional Coach**

**July 7, 2025 – May 20, 2026 (151 contracted days)**

Tier	Base Pay	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60	EdD
		BA+36	BA+48	BA+60	BA+72	BA+84	BA+96				
1	Contract	\$47,075	\$48,175	\$49,275	\$50,375	\$51,475	\$52,575	\$53,675	\$54,775	\$55,875	\$56,975
	Stipend	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	<b>TOTAL</b>	<b>\$50,075</b>	<b>\$51,175</b>	<b>\$52,275</b>	<b>\$53,375</b>	<b>\$54,475</b>	<b>\$55,575</b>	<b>\$56,675</b>	<b>\$57,775</b>	<b>\$58,875</b>	<b>\$59,975</b>
2	Contract	\$49,075	\$50,175	\$51,275	\$52,375	\$53,475	\$54,575	\$55,675	\$56,775	\$57,875	\$58,975
	Stipend	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	<b>TOTAL</b>	<b>\$52,075</b>	<b>\$53,175</b>	<b>\$54,275</b>	<b>\$55,375</b>	<b>\$56,475</b>	<b>\$57,575</b>	<b>\$58,675</b>	<b>\$59,775</b>	<b>\$60,875</b>	<b>\$61,975</b>

*\*The contracted pay for teachers on assignment and instructional coaches is \$10,000 above that of teachers as TOAs and instructional coaches are not eligible for Prop 301 money. For 2025-26, teachers on assignment and instructional coaches will receive a \$3,000 stipend, which will be paid separately and is not included in the employment contract.*



## Tier Placement and Progression - New Hires and Existing Certified Teaching Staff

Progression Through Tiers	
<b>Tier 1</b>	<ul style="list-style-type: none"> <li>● Newly hired employees, with up to four years of verified teaching experience, are placed in Tier 1 in the column that corresponds with their level of college education. Placement is based upon highest degree conferred plus any graduate-level credit hours earned which are relative to the employee’s teaching position and/or professional advancement.</li> <li>● Employees will remain in this Tier for a minimum of two full school years and not more than four full school years. Following the second full school year AND upon receiving an evaluation label of “effective” or “highly effective” in the most recent evaluation, employee will move to Tier 2 at the beginning of the next fiscal year.</li> <li>● Current employees, or new employees hired prior to the fourth quarter, will receive any increases to base pay approved by the Governing Board for the coming fiscal year. Employees hired anytime during the fourth quarter of the school year and offered a contract for the next fiscal year will continue to be paid the wage at which they were hired.</li> <li>● Employees moving from Tier 1 to Tier 2 will receive a \$2,000 increase to their base pay.</li> </ul>
<b>Tier 2</b>	<ul style="list-style-type: none"> <li>● Newly hired employees, with 4+ years of verified teaching experience, are placed in Tier 2 in the column that corresponds with their level of college education. Placement is based upon highest degree conferred plus any graduate-level credit hours earned relative to employee’s teaching position and/or professional advancement.</li> <li>● Probationary teachers* must remain in this Tier until they receive continuing status. Once continuing status AND an evaluation label of “effective” or “highly effective” in the most recent evaluation is achieved, the employee will move to Tier 3 at the beginning of the next fiscal year.</li> <li>● Continuing teachers* must be in this Tier for at least two full school years. Following the second full school year AND upon receiving an evaluation label of “effective” or “highly effective” in the most recent evaluation, the employee will move to Tier 3 at the beginning of the next fiscal year.</li> <li>● Current employees, or new employees hired prior to the fourth quarter, will receive any increases to base pay approved by the Governing Board for the coming fiscal year. Employees hired anytime during the fourth quarter of the school year and offered a contract for the next fiscal year will continue to be paid the wage at which they were hired.</li> <li>● Employees moving from Tier 2 to Tier 3 will receive a \$500 increase to their base pay.</li> </ul>
<b>Tier 3</b>	<ul style="list-style-type: none"> <li>● No newly hired employee is placed in Tier 3.</li> </ul>

\*See Board Policy GCI for clarification of probationary and continuing status of professional staff



## **Lane Changes for Graduate Credit in Educational Program**

Kingman Unified School District provides opportunities for salary advancement of certified staff (excluding administrators and coordinators). An increase in salary of \$1,100 occurs at each accumulation of 12 graduate-level credit hours of approved professional growth activities beyond the Bachelor's degree, ending at 96 credit hours. An additional increase of \$1,100 occurs once a doctorate is attained.

Employees achieving National Board Certification receive an additional one-time stipend of \$2,000 upon providing Human Resources with verification of certification. In addition, a one-time increase to base pay of \$500 will be applied the fiscal year following attainment of National Board Certification. The \$500 increase will remain part of an employee's base pay for as long as National Board Certification is maintained.

### **Important Notes about Lane Changes:**

- Employees need a minimum of 12 graduate-level credit hours to be eligible for a lane change.
- Only graduate-level coursework will apply toward lane changes. The coursework must be through an accredited university program in educational curriculum taught by KUSD, and must lead to a degree, certificate, or endorsement.
- Special consideration will be given for courses in areas of critical shortages (i.e., math, science, and special education) that would benefit students, the employee's school, or the District.
- Certified staff seeking to use educational credits for growth on the salary scale are encouraged to obtain pre-approval by submitting the proper paperwork to the Human Resources Department. Courses not pre-approved may not count toward lane changes.
- Official transcripts of completed courses must be submitted to the Human Resources Department on or before October 1<sup>st</sup> to receive credit in the form of a lane change for the current school year. Staff who are eligible for a lane change but submit their transcripts after October 1<sup>st</sup> will receive a lane change the following fiscal year.
- Lane changes are limited to one per fiscal year.
- The following will not apply toward lane changes: Non-credit courses; recertification hours; and, graduate coursework in approved educationally accredited fields to benefit school district students where the employee has been reimbursed by the District.
- The Professional Growth Committee will review and hear appeals of denied coursework. The Professional Growth Committee will include the executive directors of Human Resources and Federal Programs.



**Kingman Unified School District No. 20  
Classified New Hire Placement Schedule  
FY 2025-2026**

<b>School Support 1 - \$14.70/hour</b>	
<b>Position Type</b>	<b>Descriptions</b>
Bus Monitor	Bus Monitor (9 MO), Bus Monitor (11 MO)
Bus/Classroom Monitor	
CDC Caregiver	
Information Technology Apprentice	
Paraeducator I	Kindergarten
Paraeducator II	Alternative, CTE, K-3 Literacy, Online Education Support, SPED, Student Outreach, Title 1
Speech Paraeducator	

<b>School Support 2 - \$15.00/hour</b>	
<b>Position Type</b>	<b>Descriptions</b>
Clerk	Attendance, General, Occupational Therapy, Records
CTE Career Center Assistant	
Health Office Worker	Attendant
Opportunity Room Intervener	
Paraeducator IV/V	PreK, SPED
Receptionist	Receptionist (10 MO)
Registrar (Middle School)	
Secretary	Guidance, SPED
Student Accts/ Bookstore	

<b>School Support 3 - \$15.65/hour</b>	
<b>Position Type</b>	<b>Descriptions</b>
Attendance Officer	Attendance Officer (11 MO)

<b>School Support 4 - \$16.30/hour</b>	
<b>Position Type</b>	<b>Descriptions</b>
Administrative Assistant	Administrative Assistant (11 MO), Administrative Assistant (12 MO)
Dispatcher	
Registrar (High School)	

<b>School Support 5 - \$17.30/hour</b>	
<b>Position Type</b>	<b>Descriptions</b>
Success Coach	
Classified Coordinator	Program Site, Title I Outreach
Paraeducator Specialist	Computer, Library, Physical Education, SPED
Specialist	ASL, Curriculum, ELL, Student Information





**Kingman Unified School District No. 20**  
**Classified New Hire Placement Schedule**  
**FY 2025-2026**

School Support 6 - \$18.10/hour	
Position Type	Descriptions
Bus Driver	Bus Driver (9 MO), Bus Driver (11 MO)
Dispatcher/Bus Driver	
Health Office Worker	Licensed Aide
Maintenance/Bus Driver MTTP	

School Support 7 - \$18.90/hour	
Position Type	Descriptions
Computer Technician	
Coordinator Classified	Accounting, Benefits & Well-being, Federal Programs, Human Resources, Payroll, Payroll/Procurement, Special Education, School Office
Mechanic	
Safety Trainer	
Warehouse Manager	

School Support 8 - \$19.70/hour	
Position Type	Descriptions
Junior Network Administrator	
Mechanic Lead	
Nurse	Registered
Speech-Language Pathology Asst.	



**Kingman Unified School District No. 20  
Exempt Staff Salary Placement Schedule  
July 1, 2025 – June 30, 2026**

**Administrators**

Position	Contracted Days**	Minimum Salary	Maximum Salary
Superintendent	209	\$120,000	Negotiated
Assistant Superintendent	209	\$105,000	\$115,000
Executive Director	209	\$95,000	\$105,000
Director	209	\$85,000	\$95,000
High School Principal – KHS and LWHS	180	\$85,000	\$95,000
KOLA High School Principal	180	\$80,000	\$90,000
Middle School Principal	180	\$78,000	\$88,000
Elementary School Principal	180	\$76,000	\$86,000
High School Assistant Principal	172	\$69,000	\$79,000
Middle School Assistant Principal	168	\$68,000	\$78,000
Elementary School Assistant Principal	164	\$67,000	\$77,000
Dean of Students	172	\$60,000	\$70,000

\*Some administrator positions require certification through Arizona Department of Education.

\*\*Based on a 40-hour, four-day work week. Incumbents in some positions may work a 40-hour, five-day schedule.

**Managers and Certified Coordinators**

Position	Contracted Days**	Minimum Salary	Maximum Salary
Manager II	209	\$69,000	\$79,000
Manager I	209	\$59,000	\$69,000
Certified Coordinator	180	\$67,000	\$77,000
Supervisor	209	\$49,000	\$59,000

\*Certified coordinator positions require certification through Arizona Department of Education.

\*\*Based on a 40-hour, four-day work week. Incumbents in some positions may work a 40-hour, five-day schedule.

**Experience Credit**

Professional and/or administrative experience is used to determine placement within salary ranges.

**Compensation for Graduate-Level Credit**

For each accumulation of 12 graduate-level credit hours in a District-approved educational program beyond the Master’s degree, employee will receive a stipend of \$1,100. Stipends are limited to one per fiscal year and are capped at a total of \$5,500. An additional stipend of \$1,100 occurs once a doctorate is attained.

## Memorandum

**To:** KUSD Governing Board

**From:** Dr. Gretchen Dorner, Superintendent

**Re:** Reorganization of District Leadership

**FOR AGENDA**

- Possible action to approve reclassification of the current Executive Director of Academic Services to Assistant Superintendent in order to provide additional support in supervision of school campuses starting in FY26.

**FOR PACKET**

Superintendent		Assistant Superintendent	
Executive Director of Finance		Director of Curriculum & Assessment	
Executive Director of Human Resources *Mt Tipton Supervision		Director of IT	
Parent Liaison / Hearing Officer		Director of Special Education	
Communication Manager			
Transportation	Facilities	Grants Management	EL Services Oversight
LWHS KHS KOLA HS Hualapai (new principal) Manzanita (second year principal) La Senita		Black Mountain WCMS KMS Desert Willow Cerbat	

This action item represents a reclassification of a current position. No additional positions will be added. The Superintendent will directly supervise Executive Directors, Facilities, the Communication Manager and Parent Liaison. The Assistant Superintendent will continue to supervise the Director of Curriculum and Assessment, Director of IT and oversee Grants Management and EL Services. The newly created shared supervision of schools is an additional job responsibility for the current Executive Director of Academic Services, which facilitates the need to reclassify the position to Assistant Superintendent. The Executive Director of Human Resources will supervise Mt. Tipton school because she requested the experience and is qualified to evaluate principals. When the superintendent is out of district, the Assistant Superintendent or one of the Executive Directors will stand in as the Superintendent's designee.