

**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, July 8, 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 July 3, 2025. The revised agenda posted on July 7, 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, July 8, 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. Call to the Audience (The Board will listen to any comment from the public but will not respond except as permitted by A.R.S. § 38-431.01 (G). The Board may refer the item to the administration or request to have it placed on a future agenda.)  
**Agenda Item Type:** Procedural
5. Reports:  
  
Superintendent: Back to School Update  
  
Board Reports:  
**Agenda Item Type:** Informational
6. Consent Agenda  
Approval of Routine Orders of Business. Documentation concerning the matters on the Consent Agenda may be reviewed at the Kingman Unified District Office, 3033 MacDonald Ave. Any Board member may request an item be pulled off the agenda for further discussion.  
**Agenda Item Type:** Discussion/Action
  - A. Approve Minutes: June 10, 2025 - Regular Board Meeting

- B. Approve Vouchers:
    - 1. Payroll Vouchers: 36, 38, 1041-1044
    - 2. KUSD Vouchers: 2065-2069, 2000
  - 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 or Ratify Current Active Substitutes
  - G. Approve June 2025 Financials
  - H. Approve School Fundraisers
  - I. Approve out of state travel for Victoria Trujillo, SPED Director, to attend and speak at the National Forum to Advance Rural Education conference in Salt Lake City, Utah from October 13-15, 2025
  - J. Approve qualified evaluators for the 2025-26 school year:
7. Approve District Representatives who will participate in Special Education Plans for the 2025-2026 school year:  
**Agenda Item Type:** Discussion/Action  
 Vicki Trujillo
  8. Second reading of changes in policy as recommended by ASBA:  
**Agenda Item Type:** Discussion/Action  
 Gretchen Dorner
  9. Possible action to approve IGA between Kingman Unified School District and Mohave County for use of the Mohave County Fairgrounds to provide shelter for Kingman Middle School students and personnel should safety emergencies arise  
**Agenda Item Type:** Discussion/Action  
 Gretchen Dorner
  10. Possible action to approve MOU between WACOG Head Start and Kingman Unified School District regarding the provision of transition services to Head Start children  
**Agenda Item Type:** Discussion/Action  
 Vicki Trujillo
  11. Possible action to approve MOA between WACOG Head Start and Kingman Unified School District regarding the provision of pre-school special education services to eligible children  
**Agenda Item Type:** Discussion/Action  
 Vicki Trujillo
  12. Possible action to approve IGA between Arizona Department of Education and KUSD in regards to the Special Education Teacher Tuition Assistance Program (SETTA)  
**Agenda Item Type:** Discussion/Action  
 Vicki Trujillo
  13. Book that has been on display for the required sixty (60) days starting May 13, 2025  
 This novel will be used in the following courses: English 4, Cambridge AS/DC English Language, and Cambridge AS General Paper.  
 Title: When Breath Becomes Air by Paul Kalanithi  
 Book published by Vintage, (is part of the Penguin Random House group)  
 ISBN# 978-1784701994  
**Agenda Item Type:** Discussion/Action  
 Liz Albin
  14. Education Lifeskills Early Intervention curriculum courses that have been on display for the required sixty (60) days starting May 13, 2025  
 This curriculum will be used at the Upper Elementary Grade Level (3rd-6th)  
 Published by ACCI (American Community Corrections Institute)  
**Agenda Item Type:** Discussion/Action  
 Liz Albin

15. Book that has been on display for the required sixty (60) days starting May 13, 2025  
 This short story will be used at the 10th Grade Level  
 Title: “Harrison Bergeron” by Kurt Vonnegut  
 This short story was first published in “The Magazine of Fantasy & Science Fiction” in 1961 and then in the book Welcome to the Monkey House by Kurt Vonnegut in 1968.  
 ISBN# none given, this will be downloaded for free  
**Agenda Item Type:** Discussion/Action  
 Liz Albin
16. Book that has been on display for the required sixty (60) days starting May 13, 2025  
 This supplemental material will be used at the High School Level  
 Title: U.S. History – online free by downloading OpenStax’s United States History textbook  
 ISBN# 9781947172081  
**Agenda Item Type:** Discussion/Action  
 Liz Albin
17. Films that have been on display for the required sixty (60) days starting May 13, 2025.  
 These films will be used as part of the curriculum for the new course, Films of the 20s through World War II  
**Agenda Item Type:** Discussion/Action

18. Film Title	19. Production Company
20. DAFFY DUCK - Daffy The Commando	21. Warner Bros.
22. Doctor Seuss goes to War	23. Warner Bros.
24. Duck Soup by Bert Kalmar and Harry Ruby	25. Paramount Production
26. Gold Rush with Charlie Chaplin	27. Charlie Chaplin
28. Grapes of Wrath by John Steinbeck	29. Twentieth Century Fox
30. It’s a Wonderful Life by Frank Capra	31. Liberty Films
32. Modern Times	33. United Artist
34. The Great Dictator with Charlie Chaplin	35. Charlie Chaplin
36. The Jazz Singer	37. Warner Bros.
38. Video of Our Gang/Little Rascals	39. Hal Roach

Liz Albin

40. Approve select vendors as district-approved vendors for fundraisers  
**Agenda Item Type:** Discussion/Action  
 Donette Piccinetti
41. Approve recommendation to renew contract RFP #24-03-29 for Athletic Trainer Services to Banner Physical Therapy with addition of amendment to services agreement, third year of a five-year award  
**Agenda Item Type:** Discussion/Action  
 Donette Piccinetti
42. Approve Margot Jones as the Authorized Designee to approve the disposals and sales of assets for fiscal year 2026  
**Agenda Item Type:** Discussion/Action  
 Margot Jones
43. Approve check signers for district bank accounts for FY26  
**Agenda Item Type:** Discussion/Action  
 Margot Jones

44. Approve Margot Jones as Student Activities Treasurer pursuant to A.R.S. 15-1122  
**Agenda Item Type:** Discussion/Action  
Margot Jones
45. Approve extension of contract with Compass Group SSC as contracted provider for facilities, grounds and maintenance for the 2025-2026 school year  
**Agenda Item Type:** Discussion/Action  
Margot Jones
46. Request motion to adjourn the Regular Meeting and go into a Public Meeting for discussion of the proposed budget for fiscal year 2026  
**Agenda Item Type:** Discussion/Action  
Margot Jones
47. Public Hearing for the purpose of discussion related to the proposed budget for fiscal year 2026  
**Agenda Item Type:** Discussion Only  
Margot Jones
48. Motion to adjourn Public Meeting and reconvene into Regular Board meeting  
**Agenda Item Type:** Discussion/Action  
Margot Jones
49. Possible action to adopt proposed budget for fiscal year 2026  
**Agenda Item Type:** Discussion/Action  
Margot Jones
50. Approve Listed Donations:  
**Agenda Item Type:** Discussion/Action

**Cerbat Elementary School:**

- The Moose Lodge #1704 donated 1250 pairs of Bombas socks

51.

**Kingman High School:**

- Barton Properties donated \$1500 to the Auto Club
- Martin Swanty donated \$500 to the Auto Club

52. Possible action to approve a Memorandum of Understanding between Classroom Teacher Preparation Program and Kingman Unified School District  
**Agenda Item Type:** Discussion/Action  
Dr. Wendy Reisinger
53. Possible motion to move into Executive Session per A.R.S. §38-431.03(A)(1) to discuss requests to be released from employment contract by Kayla Handyside, Teacher at Cerbat Elementary School, Oscar Cavazos, Teacher at Mount Tipton Elementary School, Wendy Davis, Teacher at Manzanita Elementary School and Kristen Woodruff, Teacher at Manzanita Elementary School  
**Agenda Item Type:** Discussion/Action  
Dr. Wendy Reisinger
54. Possible motion to reconvene into Regular Session for any actions resulting from Executive Session  
**Agenda Item Type:** Discussion/Action
55. Possible action on a request by Kayla Handyside, Teacher, to be released from her FY 2025-26 employment contract, effective June 17th, 2025  
**Agenda Item Type:** Discussion/Action
56. Possible action on a request by Oscar Cavazos, Teacher, to be released from his FY 2025-26 employment contract, effective June 11th, 2025  
**Agenda Item Type:** Discussion/Action
57. Possible action on a request by Wendy Davis, Teacher, to be released from her FY 2025-26 employment contract, effective June 30th, 2025  
**Agenda Item Type:** Discussion/Action

58. Possible action on a request by Kristen Woodruff, Teacher, to be released from her FY 2025-26 employment contract, effective July 2, 2025  
**Agenda Item Type:** Discussion/Action
59. Possible action to approve the reclassification of Victoria Edwards and Jesse Grimm from Student Information Specialists to Classified Coordinator effective July 1, 2025, and authorize staff to issue revised at-will notices commensurate with the reclassification  
**Agenda Item Type:** Discussion/Action  
Dr. Wendy Reisinger
60. Possible action to approve the reclassification of Classified Coordinators from School Support 7 to District Coordinators at the level of School Support 9, effective July 1, 2025, and authorize staff to issue revised at-will notices commensurate with the reclassification  
**Agenda Item Type:** Discussion/Action  
Dr. Wendy Reisinger
61. Board Comments  
**Agenda Item Type:** Discussion
62. 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>
Apodaca	Jason	Lee Williams High School	Career Coach	07/07/2025
Appleby	Heather	District Office	Intern Psychologist	07/01/2025
Arave	Jerry	District Office	Substitute Teacher	07/16/2025
Arrington	Sarah	District Office	Substitute Teacher	07/16/2025
Campos Jr.	Roger	Hualapai	Paraeducator I	07/14/2025
Coloma	Elizabeth	Hualapai	Teacher	07/09/2025
Davis	Jean	Lee Williams High School	Teacher	07/09/2025
Dillon	Valerie	Hualapai	Teacher	07/09/2025
Fennell	Jeffrey	Cerbat	Paraeducator II	07/14/2025
Fernandez	Jessica	Kingman High School	Teacher	07/09/2025
Fjeld	Kasie	Hualapai	Teacher	07/09/2025
Fleming	Michael	Lee Williams High School	Teacher	07/09/2025
Grzanich	Michaela	Manzanita	Paraeducator II	07/14/2025
Holtry	Memori	Hualapai	Paraeducator II	07/14/2025
Horton	Carolyn	District Office	Substitute Nurse	07/16/2025
Julian	Jennifer	Cerbat	Speech Paraeducator	07/14/2025
Jung	Cindy	Mt. Tipton	SPED Teacher	07/09/2025
Krystowiak	Whitney	Black Mountain	Teacher	07/09/2025
Labrum	Rachel	District Office	Substitute Teacher	07/16/2025
Littlefield	Gerard	Manzanita	Teacher	07/09/2025
McElroy	Noelani	Little Explorers	CDC Caregiver	06/02/2025
Mitchell	Zebbie	Kingman High School	Teacher	07/09/2025
Ochoa	Jessica	Mt. Tipton	Clerk	07/07/2025
Perez	Tommy	District Office	Substitute Teacher	07/16/2025
Perez	Jessica	Desert Willow	Paraeducator IV/V	07/14/2025
Routier	Alan	Transportation	Mechanic	06/30/2025
Shouse	Lilyana	District Office	Psychologist	07/01/2025
Stedman	Lori	Hualapai	Teacher	07/09/2025
Tabbert	Cere	District Office	Substitute Teacher	07/16/2025
Van Auken	Amanda	Desert Willow	SPED Teacher	07/19/2025
Van Meer Jr.	Alvis	Lee Williams High School	Teacher	07/09/2025
Watson	Jacqueline	Kingman Middle School	Paraeducator IV/V	07/14/2025
Wilson	Kyle	District Office	Substitute Teacher	07/16/2025

D. Approve Personnel Term/Leave Ratification List:

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE</b>	<b>POSITION</b>	<b>DATE</b>
Barnes	Lance	Kingman High School	Paraeducator IV/V	05/21/2025
Clifton	Brittnee	Transportation	Bus Driver	05/21/2025
Gernon	Breanna	Manzanita	Paraeducator I	05/21/2025
Harker	Emily	Desert Willow	Paraeducator II	05/21/2025
Jones	Dale	Transportation	Bus Driver	06/13/2025
Kirkendall	Andrew	Kingman High School	Paraeducator IV/V	05/21/2025
Mazon	Mauricio	Little Explorers	Paraeducator IV/V	05/21/2025
Mengerhausen	Lisa	Cerbat	Paraeducator II	05/21/2025
Miranda	Jennifer	District Office	Coordinator Classified	05/21/2025
Ramos-Cavazos	Grace	Mt. Tipton	Coordinator Classified	06/24/2025
Rhodes	Lelia	District Office	Specialist	05/21/2025
Robertson	Jazmyn	Manzanita	Paraeducator I	05/21/2025
Stewart	William	Transportation	Bus Driver	05/21/2025
Witt	Courtney	Little Explorers	CDC Caregiver	06/02/2025

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
Grassi	Julie	Manzanita	Attendance Clerk	District Office	Administrative Assistant	06/23/2025
Hoyt	Stephanie	Manzanita	SPED Resource K-5	Cerbat	SPED Resource 2-3	07/09/2025
McCarty	Janet	Cerbat	Paraeducator I	Little Explorers	Paraeducator IV/V	07/14/2025
Page	Halie	Manzanita	Opportunity Room Intervener	Manzanita	Paraeducator Specialist – Computer	07/07/2025
Pottenburgh	William	District Office	Certified Coordinator – Post Secondary Transition & Community Engagement	Cerbat	Teacher on Assignment	07/07/2025
Voller	Suzanne	Little Explorers	SC K-8 SAFE Mod/Sev Teacher	Manzanita	4 <sup>th</sup> Grade Teacher	07/09/2025

Approve or Ratify Current Active Substitutes:

Abraham, Joan	Gonzalez-Padilla, Sofia	Pelham, Skyler	Sumner-Scala, Sheila
Aguirre, Fernando	Grimes, Grace	Pelham, Patricia	Tolin, Joe
Andersen, Kenneth	Hewson, Fenella	Percy, Daniella	Vines, Hunter
Bahre, Jennifer	Hill, Jim	Pinilla, Maegan	Walters, Katie
Bekaert, Jessica	Hilt, Nina	Poole, Melissa	Wanland, Barbara
Brasga-Radovich, Patricia	Hocker, Christopher	Presley, Eric	White, Jennifer
Cannon, Laurie	Hurlburt, Steven	Rather, Brenda	Wolf, Geraldine
Catalina, Victor	Jewett, Jessica	Reuter, Sallyerma	
Cheever, Suzanne	Johnson, Christine	Roberge, Sheryl	
Christy, Bethany	Lang, Morgan	Roderick, Graceanne	
Davies, Armi	Lawrence, Jessica	Scott, Jerry	
Delao, Virginia	Lawson, Cherri	Sheneman, Perry J	
Frankel, Cathy	Maseth, Skylar	Simmons, Virginia	
Furqan, Walidah	McCarty, Ned	Sligar, Whitney	

# School Fundraisers

2025-2026

July 2025

School Name: Black Mountain School

Month: July 2025

Group Name

*NO acronyms only-*

*Spell Out name of group!*

Fundraiser Type:

Date:

Location of fundraiser

Purpose of fundraiser

**Student Council**

Meet the Teacher ice cream sales

July 15, 2025

BMS

Raise funds for Student Council





NATIONAL FORUM TO  
ADVANCE RURAL EDUCATION

# REGISTER NOW

The Nation's Premier Rural Education Conference  
October 13-15, 2025 • Salt Lake City, Utah



*Presented by:*



Learn more at [www.nrea.net/nfare](http://www.nrea.net/nfare)  
[#RuralEdForum](https://twitter.com/RuralEdForum)

## REGISTER NOW

October 13-15, 2025 • Salt Lake City, Utah



# JOIN US FOR THE NATION'S PREMIER RURAL EDUCATION CONFERENCE

The National Forum to Advance Rural Education isn't just a conference—it's a dynamic, high-energy experience where passion fuels innovation and ideas spark real change. Get ready for three days packed with inspiring keynotes, engaging learning sessions, and powerful networking opportunities, all designed to spark new ideas and tackle the unique challenges and opportunities of rural education.

Whether you're an educator, researcher, policymaker, or advocate, this is your chance to connect with visionary leaders, groundbreaking thinkers, and dedicated changemakers who are shaping the future of rural education.

This year's theme is *Deeply Rooted in Rural Education: Place, Partnerships, and Possibilities* and will explore bold ideas, transformative solutions, and the latest research that will challenge perspectives, inspire action, and shape lasting impact in rural education.

**If you share our passion and excitement, Salt Lake City is the place to be!**

Let's learn, connect, and transform the future—together!  
**See you October 13-15, 2025.**

## WHO SHOULD ATTEND?

- Rural district, building, and teacher leaders
- Business, civic, and community leaders
- State department of education leaders
- Local, state, and national boards of education leaders
- Established collaboratives/networks of education, business, and community organizations
- Economic development leaders and venture capitalists
- Rural and non-rural education associations
- Philanthropic organizations
- Leaders from institutes of higher education
- Others interested in strengthening rural education, economic/workforce development, and civic/community engagement effort

“

*This conference has been one of the most beneficial conferences I have attended over my career.*

”

“

*This is the fifth year I have attended the conference and it is always inspiring and exciting!*

”

“

*Everything was amazing—from the location, keynote speakers, breakout sessions, and food. Looking forward to future conferences.*

”

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# SCHEDULE

## Sunday, October 12

4:30-6 p.m. Early Registration & Welcome Party

## Monday, October 13

7:30-8:30 a.m. Registration, Breakfast & Networking  
8:30-10 a.m. General Session: Opening & Welcome Remarks  
Keynote: Dr. Rick Rigsby  
10:15-11 a.m. Learning Sessions  
11:15 a.m.-12 p.m. Learning Sessions  
12-12:30 p.m. Lunch (provided)  
12:30-2 p.m. 2025 Rural Teacher of the Year  
General Session: *Why Rural Matters* Report Launch  
2:15-3 p.m. Learning Sessions  
3:15-4 p.m. Learning Sessions  
4:15-5 p.m. Learning Sessions

## Tuesday, October 14

8-9 a.m. Breakfast & Networking  
9-9:45 a.m. Learning Sessions  
10-10:45 a.m. Learning Sessions  
11-11:45 a.m. Learning Sessions  
11:45 a.m.-1 p.m. Lunch (provided)  
1:15-2 p.m. Learning Sessions  
2:15-3 p.m. Learning Sessions  
3:15-4:30 p.m. General Session & Keynote: Cassandra Worthy  
4:30-6 p.m. Attendee Reception

## Wednesday, October 15

8-9 a.m. Breakfast & Networking  
9 a.m.-12 p.m. AI Summit

## Registration

**General Rate • \$550**  
**Presenter Rate • \$450**  
**Student Rate • \$250**

Your registration includes full access to an energizing, three-day experience, October 13-15, packed with opportunities to learn, connect, and grow:

- Daily Continental Breakfast Provided (Monday-Wednesday)
- Lunches Provided (Monday & Tuesday)
- Welcome Party
- Attendee Reception
- Access to 150+ Learning Sessions
- **NEW:** Entry to the AI Summit

Learn more and register at:  
<https://cvent.me/8EZ3VG>

## HOTEL

**Hyatt Regency Salt Lake City**  
170 South West Temple  
Salt Lake City, UT | 84101

**Event Rate: \$259 + tax**

**Reserve Now:** <https://www.hyatt.com/en-US/group-booking/SLCRS/G-NFAE>

## CANCELLATION POLICY

All changes, substitutions, and cancellations must be made in writing by emailing [nfare@nrea.site](mailto:nfare@nrea.site). Refunds will only be given for cancellations received in writing at least 10 days prior to the event date (by October 3, 2025). Cancellations received after October 3, 2025, will receive a refund less a 50 percent fee to cover administrative costs. No refunds will be given for “no shows.”

## QUESTIONS?

Contact the event team at [nfare@nrea.site](mailto:nfare@nrea.site).

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# GENERAL SESSIONS

## Monday, October 13



### DR. RICK RIGSBY

President & CEO Rick Rigsby Communications, Motivational Speaker & Best-Selling Author

Dr. Rick Rigsby is a *USA Today*, *Amazon*, and *Wall Street Journal* best-selling author who became an Internet sensation when his speech on hope—produced by Goalcast—was viewed by over 300 million people worldwide. An internationally recognized motivational speaker, Dr. Rigsby is founder of Rick Rigsby Communications. With engagements spanning the globe, audiences include Fortune 100 & Fortune 500 companies, service organizations, educational institutions, and professional sports organizations, including the NFL and PGA. Rick is a former award-winning journalist, college professor, and football character coach at Texas A&M University.

## WHY rural MATTERS

### WHY RURAL MATTERS 2025: REPORT LAUNCH & INTERACTIVE PRESENTATION

Be among the first to explore the newly released *Why Rural Matters 2025* report—an essential resource that highlights the current landscape of rural education across all 50 states. Presented by the National Rural Education Association, this 12th edition continues a two-decade tradition of providing critical data, trends, and insights that inform policy and practice. This interactive session will dive into key findings from the 2025 report, unveil the updated state-by-state dashboard, and offer practical strategies to make the data both applicable and actionable in your own community. Whether you're a policymaker, educator, advocate, or researcher, you'll gain valuable tools to advance equity and opportunity for rural students nationwide.

## Tuesday, October 14



### CASSANDRA WORTHY

Founder & CEO of Change Enthusiasm® Global, Keynote Speaker, Author & Consultant

Early on in Cassandra's career, when her company was in the aftermath of a \$5B acquisition, she almost quit. Fueled by frustration and stress, she found herself on the precipice of walking out of the office and never coming back. Had she done so, she would have become another statistic. Another change victim. Instead, she woke up one day and decided to view those feelings as a signal that she was sitting in a moment of opportunity. She didn't know it at the time, but she was cultivating a teachable strategy to inspire anyone to become enthusiastic about change, to find their unique power of resilience during turbulent times. Today, she helps organizations disrupt 'change as usual'. Through a practical and repeatable framework, she shows them how they can transform their culture from surviving change to growing through change.

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NATIONAL FORUM TO  
ADVANCE RURAL EDUCATION

# NEW! AI SUMMIT

Wednesday, October 15

## AI IN ACTION: WHERE INNOVATION MEETS POSSIBILITY

Get ready for a powerful new addition to the conference—a high-impact, half-day AI Summit at no extra cost with your general registration. The AI Summit explores how artificial intelligence is transforming teaching and learning, with a focus on the unique challenges and opportunities within rural education. Experience TED Talk-style keynotes, an expert panel with national voices and real-world insights from educators and students.

But this isn't just a sit-and-listen event—it's built for engagement. Participate in interactive breakout sessions that explore practical topics like successful AI integration, bridging the digital divide and disparities, and navigating ethical concerns in the classroom. These short, focused discussions are designed to spark ideas, encourage collaboration, and provide practical tools you can take back to your organization, district, or classroom.

The day concludes with intentional networking time—an opportunity to exchange insights, build partnerships, and continue the conversation. Whether you're just beginning your AI journey or looking to deepen your practice, the AI Summit offers real tools, real voices, and real value—all at no additional cost.



# REGISTER NOW

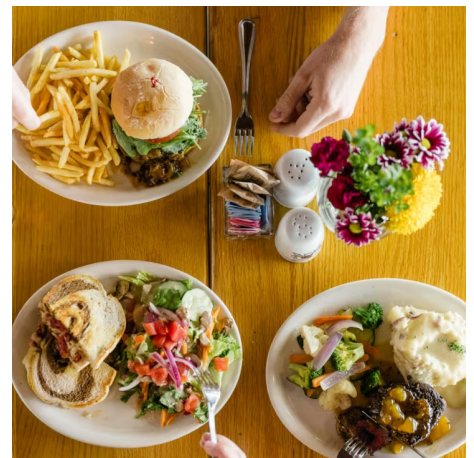
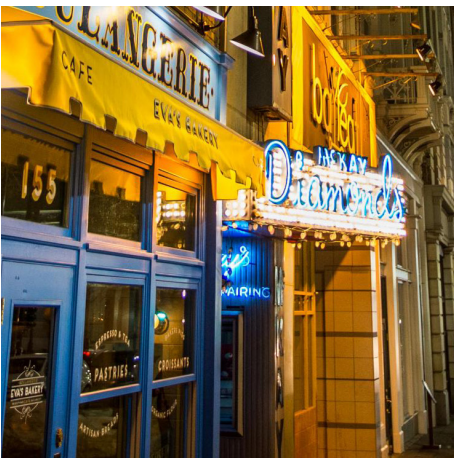
October 13-15, 2025 • Salt Lake City, Utah



## EXPLORE SALT LAKE CITY

Nestled between the majestic Wasatch Mountains and the serene Great Salt Lake, Salt Lake City offers a captivating blend of natural beauty and sophistication. As you attend the conference, seize the opportunity to explore a city where outdoor adventure and cultural experiences abound. Immerse yourself in the rich history of Temple Square, delve into the wonders of the Natural History Museum of Utah, or stroll through the vibrant streets of downtown, where eclectic shops and diverse culinary delights await. For the outdoor enthusiast, the nearby canyons provide exceptional hiking and biking trails, while the Great Salt Lake invites you to witness breathtaking sunsets and unique landscapes. Whether you're seeking exhilarating recreation or enriching cultural attractions, Salt Lake City promises an unforgettable experience that extends well beyond the conference halls. Explore all that Salt Lake City has to offer by visiting, <https://www.visitsaltlake.com/>.

*Welcome to Salt Lake City*



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October 13-15, 2025 • Salt Lake City, Utah



## PRESENTED BY



**NATIONAL RURAL EDUCATION ASSOCIATION (NREA)** is the voice of all rural schools and rural communities across the United States. NREA was originally founded as the Department of Rural Education in 1907. It is the oldest established national organization of its kind in the United States. Through the years it has evolved as a strong and respected organization of rural school administrators, teachers, board members, regional service agency personnel, researchers, business and industry representatives, and others interested in maintaining the vitality of rural school systems across the country. Learn more at [nrea.net](http://nrea.net).

### Hosted in Partnership With



**THE RURAL SCHOOLS COLLABORATIVE** is a national nonprofit launched in 2015 to build sustainable rural communities. With a keen focus on place, teachers, and philanthropy, RSC's mission is realized through a number of concerted efforts, including the I Am a Rural Teacher Project, Rural Teacher Corps, Grants in Place, and Impact Philanthropy. RSC is powered by a small, dedicated staff and board, as well as Regional Hub Partnerships. Learn more at [ruralschoolscollaborative.org](http://ruralschoolscollaborative.org).

## THANK YOU SPONSORS

### PREMIER



### GOLD



### SILVER



### BRONZE



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#RuralEdForum

J. Approve qualified evaluators for the 2025-26 school year:

Daniel Emborsky	Victoria Trujillo	Lisa Nikodym	Kimberly Ward
Debra Kelly	Jennifer Cass	Kristina Weaver	Kristy Wicks
Donna Allsman	Lindsay Wolsey	Matt O'Neill	Jerusha Presnal
Gary Skubal	Nicholas J. Juby	Trevor Batt	Lelanie Seyffer
Penny Blattner	Jennifer Rose	Jennifer Hannan	Wendy Reisinger
Gretchen Dorner	Isaiah Ward	Shane Murray	Robert Brantingham
Shelley Oestmann	Dawn Day	Julie Runkel	

Approve District Representatives who will participate in Special Education Individual Education Plans for the 2025/2026 school year:

Jennifer Russell	Quennie Macatimpag	Isaiah Ward	Theresa Altman
Courtney Pool	William Pottenburgh	Kristina Weaver	Michael Nunez
Gary Skubal	Penny Blattner	Kimberly Ward	Lauren Ward
Michelle Albert	Joseph Walker	Jill Goddard	Danyl Pierson
Debra Kelly	Cera Ry-Allen	Jennifer Cass	Lori Rauch
Kathleen Fottrell	Shirley Gooch	Sadie Malmin	Lelanie Seyffer
Shelley Stanley	Elizabeth Poe	Jennifer Wisely	Chris Miller
Julie Runkel	Daniel Emborsky	Trevor Batt	Jeffery Siefker
Faith Skousen	Eve Northey	Jerusha Presnal	Kerry Williams
Jennifer Hannan	Lisa Nikodym	Dawn Day	Marcia Foster
Denna Cencelewski			

# 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

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 Projects

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

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

*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.**

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# ADVISORY 876

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**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

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~~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.)

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# 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

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# ADVISORY 880

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**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.

*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 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.

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

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

*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.

<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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## **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.

*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 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;

*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 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.

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

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

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

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

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

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

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

## ~~Specified Professional Services and Construction Services~~

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

## ~~Procurement of Services by Certain Other Classes of Providers~~

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

## ~~Contract Requirements~~

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

## ~~Preparation of Specifications~~

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

## ~~Construction Procurement Procedures~~

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

*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.

*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 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.

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

**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 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.

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

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.

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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: \_\_\_\_\_

*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.

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

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

**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.

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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

*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 908

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

**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: \_\_\_\_\_

*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.

15-141

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.

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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.

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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.

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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.

*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 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**

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**MOHAVE COUNTY**  
**AND**  
**KINGMAN UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Mohave County, a political subdivision of the State of Arizona, hereinafter referred to as “County”, and Kingman Unified School District, an Arizona School District, hereinafter referred to as “KUSD”.

**RECITALS**

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and

**WHEREAS**, KUSD has requested that County grant Kingman Middle School, located at 1969 Detroit Avenue, Kingman, Arizona (hereinafter “KMS”) permission to use the Mohave County Fairgrounds, located at 2600 Fairgrounds Boulevard, Kingman, Arizona (hereinafter “Fairgrounds”) for purposes of providing shelter for KMS’s students and personnel should certain safety emergencies arise; and

**WHEREAS**, County owns the Fairgrounds and is desirous of providing shelter for KMS’s students and personnel for such purposes; and

**WHEREAS**, A.R.S. Section 11-201(A) allows County to make orders for the disposition or use of its property as the interests of the inhabitants of the County require; and

**WHEREAS**, County and KUSD have determined that the use of Fairgrounds for purposes set forth herein is in the public interest; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated into this Agreement.
2. Definitions.
  - a. “designated buildings” means Exposition Hall Building A, Exposition Hall Building B, and Exposition Hall Building D at the Fairgrounds, as shown on the map attached hereto as Exhibit "A".
  - b. “KMS’s students and personnel” means any individual who is enrolled as a student in KMS, who is employed as a full-time or part-time employee by KMS, or who is invited by KMS as a guest, on the day when the safety

emergencies arise, and however, the maximum of said total students and personnel shall not exceed one thousand (1,000) persons.

- c. "safety emergencies" means fire and/or any circumstances causing immediate attention and concern to physical injury or death of the KMS's students and personnel.
3. Term of Agreement. This Agreement shall continue and exist for a period of one (1) year from the effective date hereof unless and until revoked by either Party with a 30-day written notice to the other.
  4. County agrees to/that:
    - a. Permit KMS's students and personnel to access and enter into the Fairgrounds as directed by the Fairgrounds Manager or its designees for the purposes set forth herein.
    - b. Permit KMS's students and personnel to access, enter, stay, remain and use the designated building(s) within the Fairgrounds as directed by the Fairgrounds Manager or its designees, for sheltering purposes from any and all safety emergencies during the KMS's school hours.
    - c. Permit KMS's students and personnel to access and use the restroom facilities on site during the time for such sheltering purposes.
    - d. Allow KMS or its designees to place maximum of one container for storage of hygiene items, water, first aid kits and supplies and/or similar items in each of the designated buildings.
    - e. Repair and maintain the Fairgrounds and its facilities under County's normal standard of care.
    - f. Allow KMS to conduct a practice drill pursuant to and in conformity with the terms and conditions of this Agreement. The allowable number, date and time of such practice drill shall be at the County or its designee's sole discretion and approval.
  5. KUSD agrees to/that:
    - a. Provide any and all necessary information required by the County to facilitate the purposes of this Agreement.
    - b. KMS's students and personnel shall access, enter, stay, remain and use the Fairgrounds and/or designated building(s) in a reasonable manner and subject to the terms and conditions of this Agreement.
    - c. Such access to and use of the Fairgrounds and/or designated building(s) shall not cause any undue burden to the County.
    - d. Contact the Fairgrounds Manager or its designees before entering into the Fairgrounds.
    - e. Take full responsibility for any and all of the KMS's students and personnel in all respects, including without limitation, the safety, living arrangement, communications, water and food supply, under this Agreement at all times.
    - f. Take reasonable measures to prevent and minimize harm or danger to persons who may come in contact in regard to the purposes of this Agreement.

- g. Be guardian of the KMS’s students and personnel at all times, including any and all drills, unless and until each and every student and member of personnel shall be safely discharged and/or released to an appropriate authority.
  - h. Discharge, Release or dismiss the KMS’s students and personnel from the Fairgrounds and its facilities by the methods and at the designated area as directed by the Fairgrounds Manager or its designees.
  - i. Allow County’s use of the KMS parking lots and/or gymnasium, without any compensation, for an activity held by the County, in consideration of the interest and services provided by the County under this Agreement; however, such use shall be in conformity with the school rules and procedures of the KMS.
6. Indemnification. To the fullest extent allowed by law, KUSD shall indemnify, defend, and hold harmless County, and its officers, officials, agents, supervisors, volunteers and employees (hereinafter “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation (hereinafter “Claims”) for bodily injury, including death, personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of KUSD or any of its board members, officers, directors, agents, employees or contractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of KUSD to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful misconduct of the Indemnitee, be indemnified by KUSD from and against any and all claims. It is agreed that KUSD will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the KUSD agrees to waive all rights of subrogation against County, its officers, officials, agents, supervisors, volunteers and employees for losses arising from the work performed by the KUSD for County. The indemnification pursuant to this paragraph shall survive the expiration or termination of this Agreement. The scope of this indemnity will not be limited by the Insurance Requirements set forth in Paragraph 7.

7. Insurance Requirements.

- a. KUSD agrees that at all times during the existence of this Agreement it will maintain in force, at its own expense, Liability insurance coverages as listed below:

Commercial General Liability – Occurrence Form

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
XCU	\$1,000,000

Business Automobile Liability – Combined Single Limit

Any owned, hired, and non-owned autos used in performance of this Permit  
\$1,000,000

- b. KUSD shall provide to the Clerk of the Board of Mohave County, a Certificate of Insurance naming Mohave County and its departments, agencies, officers, officials, agents, employees and volunteers as additional insured. The Certificate will provide for notification to the Clerk of the Board of Mohave County prior to any change in said policy, or cancellation of said policy, for any reason including nonpayment of premiums. The policy will be with a company authorized to do business in the State of Arizona and that meets the standards as set forth by Mohave County. Issuing company must possess a minimum current AM Best, Inc. Rating of A- FSC VIII. At intervals of five years, and at the sole discretion of Mohave County, the limits of this policy may be increased to meet current risk assessments.
- c. GENERAL CONDITIONS: KUSD agrees to, at its own expense, purchase and maintain at all times during the life of this Agreement the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to Mohave County. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) days prior to termination, cancellation or reduction in coverage in any policy.
- d. WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY: The policies required herein shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Mohave County, and its departments, agencies, officers, officials, agents, employees and volunteers for any claims arising out of the KUSD's work or service.
- e. ADDITIONAL INSURED: The insurance policies required by this Agreement, except Workers' Compensation, shall name Mohave County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor. KUSD agrees that the insurance required herein will be primary and that any insurance carried by the County will be excess and not contributing. All insurance policies of the KUSD shall be primary in relation to the Additional Insured.
- f. ENDORSEMENTS AND CERTIFICATE: The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. KUSD shall, within ten (10) days after Board approval of this Agreement, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic

policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.

g. *“Mohave County, a body politic and corporate of the State of Arizona, and its departments, agencies, officers, officials, agents, employees and volunteers”* shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, the **certificate holder shall be listed only as Mohave County, Arizona, P.O. Box 7000, Kingman, AZ 86402.**

h. WORKERS COMPENSATION INSURANCE: KUSD shall carry Worker’s Compensation Insurance meeting the minimum requirements of the State of Arizona and Employer’s Liability coverage as listed below.

Employer’s Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

i. The KUSD’s insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the KUSD’s insurance or self-insurance. KUSD agrees to maintain and make available to the County all contractors/subcontractors' certificates upon demand. The County reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the Agreement. This Agreement is made and entered upon the expressed condition that the County does not protect or insure against loss of personal property or improvements owned by KUSD.

8. License. No permanent right, title, or interest of any kind shall vest in the KUSD in Fairgrounds by virtue of this Agreement. The interest created in this Agreement is a revocable license, and not a lease, easement or other perpetual interest. The Fairgrounds access and use permitted as described in this Agreement is entirely permissive in nature.

9. Waiver. This Agreement does not constitute a waiver of the County’s regulatory authority, and the Fairgrounds access and use for the KUSD remain subject to all applicable laws, rules, codes, and regulations.

10. Disposition. KUSD shall, unless otherwise agreed to in writing, remove the container(s) stored in each of the designated building(s) within thirty (30) days upon a written request by the County or upon revocation by the County as described under Paragraph 3 of this Agreement. KUSD shall, with its reasonable efforts, return the Fairgrounds and the designated building(s) to a similar condition as was existed prior to the entry of the Fairgrounds, normal wear and tear excepted.

11. Effective Date of Agreement. This Agreement shall be and become effective upon the date of approval by the County Board of Supervisors.
12. Severability. In case one or more provision of this Agreement is held invalid or voidable, the validity of the remaining provisions shall not be affected thereby, and the Agreement shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
13. Nonexclusive/Revocable/Nontransferable. This Agreement is a nonexclusive and revocable license. This Agreement shall not be transferred or assigned without prior, written permission from the County.
14. Governing Law. The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
15. Entire Agreement and Amendment. This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
16. Incorporation of Attachment. Exhibit "A" referred to herein, is incorporated in and made a part of this Agreement.
17. Cancellation. This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notice. All written notices required under this Agreement shall be given by posting the same in first class mail or email to KUSD as follows:

Name:  
Company/Agency:  
Address:  
City and State:  
Zip Code:  
Email Address:

and to County as follows:

Name: Mohave County  
Address: P.O. Box 7000

City and State: Kingman, AZ  
Zip Code: 86402-7000  
Email Address: fruhwr@mohave.gov  
or to such address as the parties may from time to time specify in writing.

21. No-Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other while executing and fulfilling the services under this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day and year first above written.

KINGMAN UNIFIED SCHOOL DISTRICT

MOHAVE COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Chairman

Name: \_\_\_\_\_

Hildy Angius

ATTEST:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Clerk of the Board,  
Mohave County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Legal Counsel  
Attorney for KUSD

\_\_\_\_\_  
Tingwei Chavez, Deputy County Attorney  
Attorney for Mohave County

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KINGMAN UNIFIED SCHOOL DISTRICT #20  
AND  
WACOG HEAD START**

**Purpose Statement**

The philosophy of WACOG Head Start commits the program to providing an integrated and comprehensive early childhood education program for center-based children in the Head Start service area of Yuma, La Paz and Mohave counties. The program's mission is to provide the foundation for the development of self-sufficient, healthy, caring and productive children and families in an environment of multiple opportunities that supports child and parent achievement.

The Improving Head Start for School Readiness Act of 2007 requires Head Start programs to collaborate with the Local Education Agency to ensure the orderly and smooth transition of children from Head Start into the appropriate Kindergarten program in children's home school districts. Therefore, the Head Start Act of 2007 requires that a Memorandum of Understanding (MOU) be developed with the local community entity responsible for administering publicly funded pre-school programs within the Head Start service area. This MOU describes a spectrum of activities that will be locally implemented to ensure these collaborative transition activities occur between WACOG Head Start and the local District Pre-school Program. The WACOG Head Early Childhood Education Coordinator will have the primary responsibility to ensure the described contents of this MOU are implemented in a timely manner.

**WACOG Head Start Plans for Coordinating Educational Activities Include:**

1. Establishing contact with the appropriate District Pre-School representative
2. Facilitating and ensuring individual Child Transition folders containing information relevant to the child's cognitive, social and behavioral development are provided to the Kindergarten program staff by a mutually agreed upon date
3. Providing progress information for Head Start children diagnosed with disabilities as well as referral information for children with suspected delays

**WACOG Head Start Curricular Objectives Include:**

1. Building upon children's individual learning styles in order to facilitate social and emotional development and competency through use of age and developmentally appropriate best practices.
2. Assisting children to develop concepts and information about:

Approaches to Learning	Social and Emotional Development
Language and Literacy	Cognition, Mathematics & Scientific Reasoning
Perceptual, Motor and Physical Development	
3. Promoting children's school readiness skills by assisting children to acquire a foundation for Learning

**Pre-School Curricular Objectives Include:**

1. Ensuring children have ample and daily opportunities to participate in a balanced environment of child-initiated and teacher-directed learning activities
2. Working with parents to recognize that children experience optimal learning opportunities when their physical health and nutritional needs are met.

**WACOG Head Start Instructional Approaches Include:**

1. Ensuring families of Head Start children transitioning into the District's Kindergarten program receive Kindergarten registration information by a mutually agreed upon date
2. Coordinating field trips to visit the local public school and meet Kindergarten teachers.
3. Providing staff translator(s) for individual education meetings when necessary
4. Coordinating and ensuring appropriate staff attend IEP and transition meetings when possible

**WACOG Head Start Will:**

Disseminate information to families regarding how to access either Head Start or the local pre-school program regarding available pre-school services in Kingman Unified School District #20:

Head Start Centers & Center Managers:

Trudy Mixon	Brian Myer-Davis
Krystal Ruiz	Cerbat
Bonnie Wilbur	Kingman North
Marisa Lopez	Golden Valley
	Hubbs House

**Head Start Eligibility Criteria Includes:**

1. Providing services to eligible pre-school age children whose families are at or below the Federal poverty guidelines, including families receiving TANF and/or SSI
2. Awarding priority status to children with disabilities, to children from single parent families, to homeless children, for foster children and to children being raised by grandparents

**The WACOG Head Start Service Area Is:**

Yuma, La Paz and Mohave Counties. The school districts within Yuma, La Paz and Mohave Counties providing publicly funded pre-school programs are:

**Yuma**

Crane School District  
Gadsden School District  
Somerton School District  
Wellton School District  
Yuma School District #1  
Mohawk Valley School District

**La Paz**

Quartzsite District

**Mohave County**

Bullhead City School District  
Kingman Unified School District  
Lake Havasu Unified School District  
Mohave Valley School District

**Staff Training Opportunities Through WACOG Head Start May Include:**

- Creative Curriculum & My Teaching Strategies GOLD
- Academic materials including CDA modules
- Dual Language Learners
- Kindergarten staff observations in Head Start classrooms
- Children's Social & Emotional Development
- Invitations to public school staff to participate in Head Start-sponsored program in-service training activities

**Staff Training Opportunities Through the Public School Program May Include:**

- Kindergarten staff expectations of Head Start staff
- Head Start staff observations in Kindergarten classrooms
- Joint meetings between Head Start and Kindergarten staff
- Invitations to Head Start staff to participate in District-sponsored in-service training activities

**Technical Assistance Exchange Program**

Technical assistance may be provided between WACOG Head Start and the local District pre-school program by:

- Sharing and/or loaning appropriate supplemental curricula teaching materials
- PowerPoint presentations addressing Head Start content service areas and Performance Standards
- Joint training sessions specific to District pre-school program requirements

**Additional Services for Meeting Needs of Working Head Start Parents**

Examples of such services include:

- Dissemination of information concerning available child care resources, including:
  - \*Before and after school care programs
  - \*Family home care providers
  - \*Local child care centers
  - \*Community Programs (YMCA, Parks & Recreation)
- Scheduling training and other presentations concerning Child Development, Vehicle Safety, Substance Abuse, available community resources, etc. during parent meetings

### **Communication System**

WACOG Head Start and District pre-school staff will develop mutually-agreed upon activities to ensure the smooth transition of children from Head Start to Kindergarten.

Such activities can include:

- Kindergarten staff presentations at Head Start parent committee meetings
- Parent “field trips” to their child’s receiving Kindergarten classroom
- Provide Head Start parents with District PTO materials to
- Periodic meetings between Head Start and Kindergarten staff throughout the school year

### **Use of Head Start Facilities**

Head Start centers can be made available for education and/or community agency presentations to Head Start parents and/or community members. Center Site Managers are responsible for scheduling such presentations or activities and ensure such activities do not conflict with the regular operation of the center.

### **Transportation Services**

WACOG Head Start provides very limited transportation services for children, and these services are reserved for outlying and/or rural areas. Transportation services might be coordinated with the District program but such services will be determined on a case by case basis and there is no guarantee that services will be available.

### **Other Mutually Agreed Upon Items**

WACOG Head Start and appropriate School District staff will jointly develop other activities identified as necessary to ensure the overall purpose of this MOU, namely the smooth transition of Head Start children into Kindergarten, is achieved. Such meetings will be documented via meeting agendas and attendance rosters.

**Memorandum of Understanding Term**

This Memorandum of Understanding is effective August 1, 2025 through June 30, 2027 i.e., the 2025-2026 and 2026-2027 school years. WACOG Head Start and the District Pre-School Director will review the MOU annually and revise as necessary in order to comply with the policies and mandates of WACOG Head Start and the School District regarding the provision of transition services to Head Start children.

This MOU may be terminated in the event of the termination or suspension of federal funding for WACOG Head Start.

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Brian H. Babiars, Executive Director  
WACOG Head Start

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Dr. Gretchen Dorner, Superintendent  
Kingman Unified School District #20

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Deb Schlamann, Director  
WACOG Head Start

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Julie Runkel, Pre-school Director  
Kingman Unified School District #20

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Date

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Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
KINGMAN UNIFIED SCHOOL DISTRICT #20  
AND  
WACOG HEAD START**

This Agreement is between Kingman Unified School District #20 and WACOG Head Start for the period August 1, 2025 through June 30, 2027.

**PURPOSE STATEMENT**

The purpose of this Agreement is to establish working procedures between Kingman Unified School District #20 and WACOG Head Start in the provision of services to pre-school age children eligible for special education services in compliance with Federal and Arizona State laws and regulations.

It is the intent of this Agreement to:

1. Define which service(s) will be provided by each Agency.
2. Ensure that children eligible for pre-school special education services receive free and appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each Agency cooperatively maintains communication and shares leadership responsibilities at the local level to ensure available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between Kingman Unified School District #20 and WACOG Head Start are developed, implemented and preserved.
5. Ensure that appropriate services are provide to eligible pre-school children with disabilities in need of special education services.

This Agreement applies only to Head Start pre-school age children three (3) years old to Kindergarten age who are determined eligible for pre-school special education services.

**PROGRAM MANDATES**

**Responsibility of Kingman Unified School District #20**

1. Provide services to pre-school children with disabilities as mandated in PL 105-17 & PL 108-446 (Individuals with Disabilities Improvement Act, Part B) December 2004.
2. Provide pre-school children with disabilities a free and appropriate public education (FAPE) including the development and implementation of an Individual Education Plan (IEP) which

includes all of the components of an IEP, procedural safeguards and the provision of related services.

3. Place pre-school children with disabilities in the least restrictive, appropriate environment with an opportunity to interact with non-disabled peers as appropriate.
4. Work with community agencies to provide services to pre-school children with disabilities.
5. School District teachers will e-mail student observations to district teachers as part of ongoing progress monitoring and for use in the evaluation process.

#### Responsibility of WACOG Head Start

1. Recruit, enroll and serve eligible 3 and 4-year-old children. No less than 10 percent of the total number of enrolled Head Start children must be children with disabilities who are eligible to participate in the program. (PL 92-424 & Head Start Re-Authorization December 2007)
2. Screen all enrolled children for potential problems in the areas of early development and health.
3. Refer children found to be at risk to appropriate professionals for diagnostic evaluation through the Kingman Unified School District 320.
4. Work with other community agencies in order to provide services to children with disabilities.
5. Head Start teachers will e-mail student observations to district teachers as part of ongoing progress monitoring and for use in the evaluation process.

#### **PROGRAM DESCRIPTION**

1. Kingman Unified School District #20 provides screening, assessment and/or evaluation services to pre-school age children with disabilities who reside in Kingman Unified School District #20. The District's pre-school special education programs are located at:

Little Explorers Early Learning Center  
3175 Gordon Drive  
Kingman, Az 86409

2. WACOG Head Start operates a Head Start program in Kingman Unified School District #20. The program provides an inclusive early childhood environment and other services for 3 and 4 year old children with documented special needs. The Head Start centers are located at:

Cerbat Elementary School  
2689 Jagerson Avenue  
Kingman, Az 86401

Black Mountain Elementary School  
3404 Santa Maria Road  
Golden Valley, Az 86413

Kingman North (MCC Campus)  
1971 Jagerson Avenue  
Kingman, Az 86401

Brian Myer-Davis  
601 Van Buren  
Kingman, Az 86401

Hubbs House  
421 Golconda Avenue  
Kingman, Az 86401

## **SERVICE IMPLEMENTATION**

### **CHILD FIND/SCREENING**

Kingman Unified School District #20 shall:

1. Notify WACOG Head Start of dates, places and times determined for screening pre-school age children in the community.
2. Include WACOG Head Start staff in the planning and implementation of community screenings.

WACOG Head Start shall:

1. Screen all eligible Head Start children for potential special education services.
2. Refer children identified as "at risk" as the result of screening to the Kingman Unified School District #20 appropriate personnel for evaluation and determination of eligibility for special education services. Relevant screening information concerning the child(ren) shall be shared with appropriate personnel.

## **REFERRAL FOR EVALUATION**

Kingman Unified School District #20 shall:

1. Notify WACOG Head Start should district personnel identify pre-school children who may be eligible for special education services and are currently enrolled in Head Start.

WACOG Head Start will:

1. Provide with parental consent, appropriate personnel with copies of children's health and developmental histories, including screening results and anecdotal information to Kingman Unified School District #20 for the purpose of evaluation.
2. Provide parents with information concerning their rights.
3. Forward a copy of the Head Start referral to the District Special Education Director or appropriate district special education designee.

### **COMPREHENSIVE EVALUATION**

Kingman Unified School District #20 shall:

1. Arrange for or conduct appropriate evaluation(s) with qualified diagnostician(s), in the child's primary language at the request of Head Start, and determine the child's eligibility for categorical identification as specified in amended ARS 15-761.
2. Confirm the meeting time, date and place with the child's parents to discuss results of the evaluation(s). Once the meeting date is confirmed, for the convenience of the parent(s) notification will be sent to all multidisciplinary team members (MDT) involved members as soon as possible. The MDT consists of child's parents, evaluator(s), District Special Education Director or designee, appropriate district pre-school special education staff, Head Start Area Manager or Center Manager, Head Start teachers and other appropriate Head Start staff.
3. Provide the Head Start Program Manager, Area Manager or Center Manager with a copy of the evaluation(s) signed by the appropriate diagnostician(s), with written parental consent.

WACOG Head Start will:

1. Center Manager/Family Development Advocates will confirm the meeting time, date and place with the child's parents to discuss results of the evaluation(s). Once the meeting date is confirmed, notification will be sent to involved WACOG team members ten (10) days in advance.
2. Attend the multi-disciplinary team conference meetings.

### **INDIVIDUAL EDUCATION PLAN DEVELOPMENT**

Kingman Unified School District #20 shall:

1. Head Start staff will be invited to IEP meetings with parent consent.
2. Provide IEP forms with the appropriate areas of information completed, record the agreements reached during the meetings, obtain signatures of team members in attendance and distribute copies of the IEP.

3. Provide proposed goals, objectives, child's current level of functioning ability, strategies, timelines and required related support services. All IEP team members will discuss proposed information and reach consensus on established goals, objectives, strategies, timelines, placement and related support services.
4. Ensure IEP meetings are conducted in the primary language of the child's family and if necessary, provide a person fluent in the primary language of the family who is capable of accurately translating all information relevant to comprehensive IEP development.

WACOG Head Start will:

1. Assist in proposing and/or identifying goals, objectives, strategies, timelines, child's strengths, needs and placement options.
2. Ensure IEP team members discuss all proposed information and reach consensus on established goals, objectives, strategies, timelines, placement and related support services.
3. Ensure IEP meetings are conducted in the primary language of the child's family and if necessary, provide a person fluent in the primary language of the family and capable of accurately translating all information relevant to comprehensive IEP development.

**PLACEMENT SERVICES**

Kingman Unified School District #20 shall:

1. With parental input and agreement, determine the best, least restrictive environment and/or placement for the child.
2. Consider the Head Start Centers as the least restrictive environment/placement option, particularly for children already enrolled in the Head Start center program model. This can include co-programming with the District pre-school special education program and/or providing a limited number of hours per days; or days per week in the Head Start center(s) within the boundary area served by Kingman Unified School District #20.

WACOG Head Start shall:

1. Set aside two (2) slots per classroom for the Kingman Unified School District #20 pre-school special education program as a placement option for eligible pre-school age children. These slots must be identified by August 15<sup>th</sup> of each year or be forfeited. Head Start shall maintain as much flexibility as possible to be a placement option for Kingman Unified School District #20.

District referrals do not automatically guarantee placement in the Head Start program. Head Start is required by Federal regulation to review all applications to determine children's eligibility prior to acceptance for enrollment into the program. Head Start must maintain a high daily attendance rate according to federal regulations and indefinite, unfilled vacancies

cannot be allowed. The Head Start Disability Services Specialist shall maintain contact with the Head Start Center Managers and/or Teachers and Area Manager to ensure additional preschool education placements may be possible throughout the school year in the event Head Start enrollment levels allow such placement.

2. There are (6) Head Start classrooms within Kingman Unified School District #20. Therefore, a total of twelve (12) slots are set-aside for Kingman Unified School District #20 for diagnosed pre-school children until August 15<sup>th</sup>.

### **SPECIFIC PROGRAM SERVICE DELIVERY**

#### **Kingman Unified School District #20 shall:**

1. Provide direct, consultative and/or related services to identified pre-school age children, as detailed on children's IEPs.
2. Maintain regular communication with the appropriate Head Start staff to discuss and review children's progress and program (IEP) implementation, including copies of children's IEP progress notes.
3. Provide special education staff for related support services and/or consultation as written in the IEP.
4. Provide technical assistance, as mutually agreed upon to Head Start staff.
5. Shall provide Head Start staff for Fall, Winter, and Spring progress updates. As well as development and learning report, family conference report.

#### **WACOG Head Start will:**

1. Provide children with a developmentally appropriate, integrated environment during the Head Start day.
2. Provide accommodations and modifications as outlined in the child's IEP.
3. Document the progress of each child with an IEP toward meeting written goals and objectives.
4. Request District technical assistance as needed.
5. Through the use of telephone, email correspondence and face to face visits, ongoing communication will occur on a regular basis with WACOG Head Start teaching staff and parents to discuss specific goals and strategies for each child.
6. Facilitating the collaborative sharing of observations and documentation-including the date, time, and focus of special services provided to dually enrolled children-to support Head Start and Office of Special Education Programs (OSEP) monitoring, and to ensure the effective delivery of special education services.

## **PROCEDURES FOR REVIEW & ONGOING MONITORING OF CHILDREN'S PROGRESS**

Kingman Unified School District #20 shall:

1. Communicate questions and concerns that may arise to the appropriate Head Start staff.
2. Provide written feedback on observations for Head Start teaching staff when district special education providers observe diagnosed children in the Head Start classroom with parent consent.
3. Coordinate/participate in the IEP review meeting.
4. Maintain necessary documentation in accordance with State and/or Federal mandates.

WACOG Head Start will:

1. Provide children with a developmentally appropriate, integrated environment during the Head Start day.
2. Meet with the district's pre-school special education teaching staff and/or other special education providers, for feedback and needed planning for children's daily teaching activities.
3. Coordinate/participate in the IEP review meeting.
4. Maintain necessary documentation in accordance with Head Start, Federal and/or State mandates.

## **CONFIDENTIALITY**

Kingman Unified School District #20 and the WACOG Head Start program shall obtain written parent/legal guardian consent, pursuant to the Family Education Rights and Privacy act, before releasing/disclosing any identifiable information from children's education/family records to outside parties not entitled to receive children's records without parental consent. The written consent must be in the primary language of the parent/legal guardian and must be signed and dated. Kingman Unified School District #20 and WACOG Head Start both agree to comply with the Family Education Rights and Privacy Act (FERPA). The consent shall include the following:

1. Specific nature of the records to be released/discharged.
2. The purpose for release/disclosure.
3. The name(s) of the party(ies) to whom records may be released/disclosed.

## **TRAINING & TECHNICAL ASSISTANCE**

Kingman Unified School District #20 and WACOG Head Start may coordinate training and technical assistance by:

1. Developing a system for identifying staff training needs.
2. Coordinating training calendars, planning joint training topics/activities and sharing information relevant to special interest topics.
3. Exchanging program philosophy and regulations mandated for Kingman School District #20 and WACOG Head Start.

### **PARENT INVOLVEMENT ACTIVITIES**

Kingman Unified School District #20 and WACOG Head Start may coordinate training and technical assistance by:

1. Developing a system for identifying parent training needs.
2. Coordinating training calendars, planning joint training topics/activities and sharing information relevant to special interest topics.
3. Encouraging parents/legal guardians to serve on District, Head Start or community task forces/committees pertaining to pre-school special education issues and concerns.
4. Involving parents/legal guardians in developing training and specific interest activities.

### **COUNTING & REPORTING CHILDREN WITH DISABILITIES**

Kingman Unified School District #20 shall:

1. Submit the annual Pre-School Special Education Census Report to the Arizona Department of Education.
2. Obtain and report Head Start child attendance for special education purposes.

WACOG Head Start will:

1. Maintain and report attendance of Head Start children meeting State eligibility criteria for special education services to the District Special Education Director by a mutually agreed upon date.
2. Provide Kingman Unified School District #20 with updated information such as address/telephone changes and other relevant information that may be required by the District in support of coordination of care with parent's consent.

### **TRANSITION**

Kingman Unified School District #20 and WACOG Head Start shall:

1. Coordinate joint transition activities for diagnosed children receiving special education and/or related services from Kingman Unified School District #20.
2. Schedule Head Start staff observation activities in the district's pre-school special education program for pre-school children transitioning into the Head Start program, when appropriate.
3. Schedule and participate in the annual Head Start to Kindergarten transition meetings for diagnosed children receiving special education and/or related services during March-June of each year.
4. Schedule a time for Head Start children and their parents to visit the receiving Kindergarten classroom(s) and meet teaching staff.

### **DISPUTE RESOLUTION**

Should misunderstanding or difference of opinion arise with regard to the policies and procedures necessary to accomplish the objectives and activities set forth in this Memorandum of Agreement; appropriate administrative staff from the Kingman Unified School District #20 and WACOG Head Start will meet at an agreed upon time to resolve the issue(s). In the event resolution cannot be attained by this method, Kingman Unified School District #20 and WACOG Head Start agree to employ arbitration to the extent required by ARS 12-518.

### **FINANCE**

The funds provided for services by Kingman Unified School District #20 and WACOG Head Start under this agreement are separate, regular and special funding from Federal, State or local sources for each agency.

### **AGREEMENT REVIEW/TERMINATION**

This Memorandum of Agreement must be reviewed annually by Kingman Unified School District #20 and WACOG Head Start, and be revised as necessary in order to comply with policies and mandates of Kingman Unified School District #20 and WACOG Head Start regarding the provision of pre-school special education services to eligible children.

Either party may terminate this agreement by providing the other party with thirty (30) days written notice and/or upon the termination or suspension of WACOG Head Start federal funding. This agreement may be cancelled for conflict of interest pursuant to ARS 38-511.

Notice of termination will be sent to the Superintendent of Kingman Unified School District #20, the WACOG Head Start Director and the WACOG Executive Director.

Neither party anticipates having to purchase or dispose of any property upon the implementation or termination of this agreement. However, to the extent such disposition is necessary; property shall be returned to its original owner.

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Brian H. Babiars, Executive Director  
WACOG

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Gretchen Dorner, Superintendent  
Kingman Unified School District #20

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Deb Schlamann, Director  
WACOG Head Start

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Vicki Trujillo, ECP Coordinator  
Kingman Unified School District #20

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Date

---

Date



# INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF EDUCATION  
1535 W. Jefferson, Bin # 37  
Phoenix, Arizona 85007  
(602) 364-2517

IGA No: 25-25-ED

**PROJECT TITLE:  
SPECIAL EDUCATION  
TEACHER TUITION  
ASSISTANCE (SETTA)**

Effective Date: August 1, 2025

Termination Date: July, 31, 2026

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and Kingman USD ("CONTRACTOR"). Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the CONTRACTOR agree to abide by all the terms and conditions set forth in this agreement.

For and on behalf of the CONTRACTOR:

For and on behalf of the Arizona Department of Education

3033 Macdonald Ave

1535 W Jefferson Street, Bin # 37

Address

Phoenix, Arizona 85007

Kingman AZ 86401

City State Zip Code

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign Date

Printed Name

Braulio Garcia

Printed Name

Chief Procurement Officer

Title

Title

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Maria Syms/Director of Legal Services ADE

Date

Date



## 1. Purpose of Agreement

The purpose of this contract is to provide funding to Public Education Agencies (PEAs) for reimbursement of eligible tuition, fees, books, and other required course materials to paraprofessionals and educational interpreters that leads to the Standard Teaching Certificate in the area of early childhood special education, mild/moderate disabilities, moderate/severe disabilities, deaf/hard of hearing, or visually impaired.

## 2. Term of Agreement

This agreement is effective from **August 1, 2025** through **July 31, 2026** and can be renewed in accordance with Section 3 or be terminated in accordance with Sections 9 and 11.

## 3. Renewal of Agreement

This agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

## 4. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

## 5. Payment

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CONTRACTOR the appropriated amount of \$16,000.

## 6. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

## 7. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.



## **8. Breach**

This agreement may be terminated by either party if the other party fails to fulfill its obligations.

## **9. Termination**

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

## **10. Governing Law**

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

## **11. Non-Availability of Funds**

Every payment obligation of the Arizona Department of Education (ADE) under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **12. Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

## **13. Non-Discrimination**

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.



#### **14. Records**

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this agreement for a period of five years after completion of the agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

#### **15. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

#### **16. Confidentiality**

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.



IGA No. 25-25-ED

Arizona Department of Education  
1535 W Jefferson, Bin # 37  
Phoenix, Arizona 85007

## 17. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

## 18. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 16, "Confidentiality."

## 19. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

To ADE:

Kingman USD  
Vicki Trujillo  
3033 Macdonald Ave  
Kingman, AZ 86401  
Telephone: 928-753-5678 ext 2018  
Email: [vtrukillo@kUSD.org](mailto:vtrukillo@kUSD.org)

Arizona Department of Education  
Tracey Sridharan, Director of  
Professional Learning and Sustainability  
1535 W. Jefferson St.  
Phoenix, AZ 85007  
Telephone: 602-364-2066  
Email: [Tracey.Sridharan@azed.gov](mailto:Tracey.Sridharan@azed.gov)

## 20. Documents Incorporated By Reference

The Uniform Terms and Conditions are incorporated into this document by reference, and may be obtained by visiting:

[https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions\\_r10.5\\_03-24.pdf](https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.5_03-24.pdf) for the Terms and Conditions



**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-25-ED

**1. Background**

- 1.1. This project provides funding to Public Education Agencies (PEAs) for reimbursement of eligible tuition, fees, books and other required course materials to paraprofessionals and educational interpreters that leads to the Standard Teaching Certificate in the area of early childhood special education, mild/moderate disabilities, moderate/severe disabilities, deaf/hard of hearing, or visually impaired.

**2. Contractor Responsibilities**

- 2.1. PEA assures the special education teacher candidate continues to meet all program requirements therein, including:
- 2.1.1. Hold legal Arizona resident status;
  - 2.1.2. Employed by the PEA in a position that supports students with disabilities in the classroom through the duration of the program;
  - 2.1.3. Enrolled in an Arizona State Board-approved educator preparation program (EPP) that leads to special education teacher certification;
  - 2.1.4. Maintain continued program eligibility by completing no less than fifteen (15) credit hours each full program year (August 1- July 31) until the certificate requirements are met;
  - 2.1.5. Achieve at least a B grade for each upper division course required for the major and at least a C grade for all other classes with a minimum 3.0 cumulative grade point average (GPA) at the end of each program year;
  - 2.1.6. Complete the educator preparation program within two (2) to five (5) years;
  - 2.1.7. Remain employed by the PEA while in the program; and
  - 2.1.8. Accept employment in the PEA in a special education professional capacity corresponding to the special education certificate for a minimum of two (2) years after completing the program and receiving the special education certificate.
- 2.2. PEA assures that it meets all special education process, procedures, and funding requirements.
- 2.2.1. Special education policies and procedures approved and adopted by the local school board.



**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-25-ED

- 2.2.2. Special education policies and procedures on file at the PEA's administrative office.
- 2.2.3. ADE/ESS/Program Support and Monitoring notified of any current revisions made to the special education policies and procedures.
- 2.2.4. PEA in good standing and in full compliance with the State Board of Education or the Arizona State Board for Charter Schools and the Arizona Department of Education (ADE) regulations and administrative requirements.
- 2.3. PEA completes the following accountability measures each semester:
  - 2.3.1. Track and monitor the special education teacher candidate's progress to ensure fiscal and programmatic accountability.
  - 2.3.2. Provide mentoring support and submit the Mentoring Support Summary after fall and spring semesters.
  - 2.3.3. Develop a corrective action plan for identified additional support as needed.
- 2.4. The PEA shall enforce the accountability measures that are described in the SETTA Application PEA Accountability Plan.
- 2.5. The PEA will continue to employ the special education teacher candidate until he or she completes the program requirements unless the candidate quits or fails to meet employee expectations and is released from employment.
- 2.6. Once the special education teacher candidate has completed the program and obtained a special education teacher certificate, the PEA will employ the newly certified teacher as a special education professional for a minimum of two (2) full years.

### **3. Reporting Requirements**

The Contractor shall:

- 3.1. Submit the Course of Study with the finalized class schedule to [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) and obtain program approval before classes begin.
  - 3.1.1. Submit the final schedule at the start of each semester to confirm the Course of Study is current.
  - 3.1.2. Submit any changes to the Course of Study for pre-approval by the program area for tuition assistance to be provided.



**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-25-ED

- 3.2. The PEA will submit the Arizona Department of Education Educator ID number to [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) within six months of the special education teacher candidate's graduation.
- 3.3. When contacted by ADE/ESS in the spring, the PEA will confirm with ADE/ESS whether the special education teacher candidate will continue employment in the district or charter organization in the fall so the process of renewing the SETTA contract can proceed if the candidate is meeting all program requirements.

#### **4. Invoicing Requirements**

- 4.1. All invoices must be submitted by the following due dates:
  - 4.1.1. Itemized invoices for courses completed between August 1 and December 31 must be submitted by January 31.
  - 4.1.2. Itemized invoices for courses completed between January 1 and May 31 must be submitted by June 30.
  - 4.1.3. Itemized invoices for courses completed between June 1 and July 31 must be submitted by August 31.
- 4.2. Invoices must be itemized to include the name of the teacher to receive funding, course numbers completed, and the funding amount.
- 4.3. All invoices must be sent to [essrandr@azed.gov](mailto:essrandr@azed.gov), [accountspay@azed.gov](mailto:accountspay@azed.gov) and [essprojects@azed.gov](mailto:essprojects@azed.gov).
- 4.4. At the completion of each semester, PEA submits the following to the ESS Recruitment and Retention Team at [ESSRandR@azed.gov](mailto:ESSRandR@azed.gov) within two (2) weeks of availability of transcripts to receive funding:
  - 4.4.1. Unofficial transcripts;
  - 4.4.2. Receipts for the purchase of books and other required course materials;
  - 4.4.3. Receipts for tuition payments or other documentation itemizing tuition payments; and
  - 4.4.4. Completed Mentoring Support Summary.
- 4.5. Invoices submitted beyond the required deadline outlined in 4.1 will require a written justification for not being submitted in a timely manner. The ADE reserves the right to not honor invoices submitted beyond the established timeline.



**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-25-ED

**5. ADE Responsibilities:**

- 5.1. Review Course of Study for each special education teacher candidate to pre-approve tuition reimbursement.
- 5.2. Review required evidence submitted each semester (Mentoring Support Summary, unofficial transcripts, and receipts).
- 5.3. Provide tuition reimbursement to PEA for the special education teacher candidate meeting all requirements.

**6. Budget**

- 6.1. Funding shall not exceed \$3,000 per year for the first 60 credit hours toward degree completion nor \$15,000 for subsequent credits toward the cost of tuition for credit hours towards degree completion and eligible fees, including application fees, graduation fees, and fees for exams required for certification. Funds shall not be used to pay for parking fees or late fees. Fee reimbursement is subject to program approval.
- 6.2. Reimbursement for required textbooks and other required course materials is limited to \$1,000 per year and subject to program approval.
- 6.3. Reimbursement for a \$1,000 mentoring stipend.
- 6.4. Funds shall be used to pay for Arizona State Board of Education-approved educator preparation program tuition and fees for all classes that meet the program's requirements. Funds may not be used to pay for remedial classes or additional classes beyond the scope of the requirements for the associate degree and/or bachelor's degree.
- 6.5. PEA understands the tuition assistance program will provide funding for the cost of tuition, fees, textbooks, and other required course materials that meet the program's requirements, if these occur:
  - 6.5.1. Federal IDEA funds are available to support this program;
  - 6.5.2. PEA maintains its commitments by adhering to these Assurances; and
  - 6.5.3. Special education teacher candidate continues to be eligible to receive the benefits of this tuition assistance program, as defined.
- 6.6. Only tuition and fees that are not already covered by state or federal funding sources are eligible for reimbursement.



**INTERGOVERNMENTAL AGREEMENT**  
**ATTACHMENT A – SCOPE OF WORK**

IGA Number  
25-25-ED

- 6.7. PEA agrees to the following non-compliance conditions that may require repayment of funding by PEA:
- 6.7.1. If there are current issues of non-compliance with IDEA, funds from this program will be withheld until issues are resolved. If there is no resolution, funding may be withheld, and repayment required.
  - 6.7.2. If there are outstanding unpaid registration fees from previous ESS trainings, conferences, or institutes, funds from this program will be withheld until the outstanding unpaid registration is paid. If fees are not eventually paid by the time the project closes, funding will be void and repayment required.
  - 6.7.3. If any special education teacher candidate is unable to meet the minimum course requirements during program year (achieve a B grade for upper division courses required for the major, achieve at least a C grade for all other classes, maintain a 3.0 grade point average, and complete no less than fifteen (15) credit hours per program year), the PEA must submit a written petition for consideration by the ESS Recruitment and Retention Team and receive written confirmation of approval to continue. This petition shall describe why the minimum course requirements cannot be met and shall indicate the number of credit hours that will be completed. Failure to do so results in removal from program, cancellation of tuition assistance, and PEA repayment of all funds spent during that program year (August 1- July 31). Tuition will not be paid for any class that does not meet the grade requirements for tuition assistance. Classes that start but are not completed during the program year shall not be reimbursed by SETTA funds. (Acceptable reasons for an inability to fulfill the annual minimum semester credit hour requirements are for health reasons or emergency situations only). A candidate who fails to meet the grade requirement in a class will not be reimbursed for the course and must still meet the year-end cumulative 3.0 GPA or risk termination from the program. The designated PEA representative and candidate shall develop and implement a corrective action plan in collaboration with the ESS Recruitment and Retention Team to assist the candidate in meeting program requirements.
- 6.8. If the special education teacher candidate quits or is terminated for failure to meet the PEA's employment expectations, the individual's participation in the program will be cancelled, and the PEA may be required to repay all funds spent during the program year.
- 6.9. The PEA must notify the ESS Recruitment and Retention Team and the ESS Projects Team in writing via electronic mail if the PEA will be withdrawing from the SETTA program. The ESS Recruitment and Retention Team will determine if repayment is required for paid reimbursements made to the PEA prior to the notification and before the contract ended. Pending reimbursements for successfully completed coursework will also be evaluated and the ESS Recruitment and Retention Team will determine if payment will be rendered.



**INTERGOVERNMENTAL AGREEMENT  
Attachment B- Price Sheet**

ISA Number

25-25-ED

ARIZONA DEPARTMENT OF EDUCATION INTERAGENCY SERVICE/INTERGOVERNMENTAL AGREEMENT BUDGET/ ESTIMATED NEEDS PAYMENT SCHEDULE FOR INSTITUTIONS OF HIGHER EDUCATION, STATE AGENCIES AND OTHER AGENCIES	<b>INSTRUCTIONS</b> Submit original to ADE Contracts Management Unit as part of proposed Agreement/amendment. Final Agreement will contain instructions for submission of periodic/completion reports
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A. AGREEMENT IDENTIFICATION FOR THE BUDGET PERIOD FROM: August 1, 2025 To: July 31, 2026

1. Applicant Agency: Kingman Unified School District	2. Contact Person: Vicki Trujillo	3. Agreement No.: 25-25-ED Index No.:
4. Funding Source (Chapter 1, etc.)	5. Date submitted 5/23/2025	

6. Proposal Name (if any): Special Education Teacher Tuition Assistance (SETTA)	7. Check ONE <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal Application <input checked="" type="checkbox"/> Completion Report <input type="checkbox"/> Amendment <input type="checkbox"/> ADE Revision
------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

B. AGREEMENT BUDGET	BUDGET	AMENDED BUDGET (3)	EXPENDITURE TO DATE (4)	BUDGET BALANCE (5)
<b>*EXPENDITURE CATEGORIES</b>				
8. Stipend – Instructional				
9. Salaries – Non-Instructional				
10. Employee Benefits				
11. Mentor Stipend	\$1,000.00			
12. Books and Materials	\$1,000.00			
13. Purch Services/Consultant Fees				
14. Tuition Reimbursement	\$15,000.00			
15. Printing and Reproduction				
16. Utilities and Communications				
17. Other: competition/ event registration fees				
18. SUBTOTAL	\$17,000.00			
19. Indirect Cost (8% of Line 18)				
20. Capital Outlay				
21. TOTAL	\$17,000.00			
22. Administrative Costs				

23. Cash Balance (For Completion Purposes)

**\*SEE INSTRUCTIONS ON REVERSE SIDE**

C. COMPLETION REPORT SIGNATURE (Blue Ink Only)  
 I hereby certify that this is a reasonable statement of total expenditures for this contract.

\_\_\_\_\_ Date

Applicant Authorized Agent

D. SUMMARY OF AVAILABLE FUNDS INCLUDED IN BUDGET ABOVE



**INTERGOVERNMENTAL AGREEMENT**  
**Attachment B- Price Sheet**

ISA Number

25-25-ED

Prior FY C/O + FY State C/O + FY (New)+ Other = TOTAL FY



**Intergovernmental Agreement  
Attachment C – Intellectual Property**

ISA Number

25-25-ED

- **CONTRACTOR Materials and Inventions.** As between the parties, CONTRACTOR shall own all rights, title, and interests, in and to: all CONTRACTOR Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by CONTRACTOR; and all derivative works therefrom. CONTRACTOR shall grant to ADE for the duration of the term of the agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the CONTRACTOR Materials, in any medium now known or hereafter developed, provided that ADE and CONTRACTOR shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to CONTRACTOR for any such license that will allow CONTRACTOR to recover any of its direct, out of pocket development costs in such CONTRACTOR Materials. To the extent any such license to ADE relates to CONTRACTOR Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then the license between ADE and CONTRACTOR shall likewise not include any additional incremental charge (over and above cost recovery for CONTRACTOR) with respect to such Materials. Except as otherwise requested or approved by CONTRACTOR, ADE shall cease all use of the CONTRACTOR Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at CONTRACTOR's direction.
- **ADE Materials and Inventions.** From time to time, ADE may provide CONTRACTOR with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or CONTRACTOR; and all derivative works therefrom. ADE hereby grants to CONTRACTOR a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give CONTRACTOR, and CONTRACTOR is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, CONTRACTOR shall cease all use of the ADE Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at ADE's direction.
- **Joint Inventions.** During the term of this agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, CONTRACTOR and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the CONTRACTOR and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.
- **Defined Terms.** For purposes hereof, the following terms have the following meanings:
  - ***"Invention"*** shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by CONTRACTOR and CONTRACTOR's employees, or jointly by CONTRACTOR and CONTRACTOR's employees with one or more employees of ADE, during the term of this agreement and in the performance of this agreement, provided that either the conception or reduction to practice thereof occurs during the term of this agreement and in the performance of the agreement.
  - ***"Materials"*** shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. "Materials" include Materials created by or for ADE ("*ADE Materials*") and Materials created by or for CONTRACTOR ("*CONTRACTOR Materials*")

To: KUSD Governing Board  
From: Donette Piccinetti, Finance Manager  
Re: District fundraiser vendors

**FOR AGENDA**

Approve select vendors as district approved vendors for fundraisers.

**FOR PACKET**

Approval from the governing board will allow schools to continue to use popular vendors for fundraisers.

Community Discount Cards offer discounts from local businesses on credit card size cards, good for 1 year and sell for \$15 each. Club keeps 50% of the profit from each card sold. The District spent \$878 in FY 25.

Victory Fundraising is a yearly fundraising vendor for Kingman High and Lee Williams High Athletic teams to sell discount cards that provide extra perks to local businesses. The district spent \$1,882 in FY25.

Zag Fundraising programs include candles, cookie dough, popcorn, jelly beans, coffee, tumblers, snacks and discount cards. Orders can be placed with the student, or links can be sent to order online. The District spent \$0 in FY 25.

World's Finest Chocolate is an easy fundraising program for students of any age, where students are able to sell chocolate to raise funds for their extracurricular programs and clubs. The District spent \$19,544 in FY 25.

To: KUSD Governing Board

From: Donette Piccinetti, Finance Manager

RE: Renew RFP 24-03-29 Athletic Trainer Services

**FOR AGENDA**

Approve recommendation to renew contract RFP 24-03-29 for Athletic Trainer Services to Banner Physical Therapy with addition of amendment to services agreement, third year of a five-year award.

**FOR PACKET**

Approval by the Governing Board for renewal of this contract allows the district to continue with Banner Physical Therapy to provide athletic trainer services. Addition of amendment to services agreement allows Kingman Unified to hire contracted employee to teach classes to students.

The purpose of RFP 24-03-29 was to contract with a qualified vendor to provide an athletic trainer for both high schools. Each trainer will give 40 hours during the week to be available during practice and games at home. During football season the trainer will travel to away games also. Overtime hours are allowed when approved in advance to cover weekend tournaments.

This is a one-year renewal, with the option to renew for an additional two one-year contract periods, based upon vendor performance and funding availability. Spending in FY25 \$85,665.

# Memorandum

July 8, 2025

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** Approval of Authorized Designee to Approve Disposals/Sales

## **FOR AGENDA**

- Approve Margot Jones as the Authorized Designee to approve the disposals and sales of assets for fiscal year 2026.

## **FOR PACKET**

Approval from the Governing Board will designate Margot Jones as the Authorized Designee to approve stewardship and capital asset disposals and sales during FY26 to ensure disposals are in accordance with the USFR and Arizona Administrative Code (AAC) R7-2-1131. Stewardship items are defined as having a value of \$1,000 or more and Capital assets are valued at \$5,000 or more.

# Memorandum

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** FY26 Check Signers for District Bank Accounts

## **FOR AGENDA**

- Approve check signers for district bank accounts for FY26

## **FOR PACKET**

Approval from the Governing Board will authorize the following check signers for the district bank accounts. Gretchen Dorner and Margot Jones as signers for the ACH and Tax accounts; Gretchen Dorner, Margot Jones, and Donette Piccinetti as signers on the Credit Card Pass-thru account; and Gretchen Dorner, Margot Jones, and Tonya Green as signers for the Food Service account.

# Memorandum

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** Student Activities Treasurer

## **FOR AGENDA**

- Approve Margot Jones as Student Activities Treasurer pursuant to ARS 15-1122

## **FOR PACKET**

Approval from the Governing Board will designate Margot Jones as the Student Activities Treasurer for FY26. Per ARS 15-1122 a student activities treasurer should be appointed to oversee the student activity funds, which accounts for all money raised by student efforts for student organizations or clubs, including deposits, disbursements, and expenditures and unsure they meet the guidelines in the USFR.

# Memorandum

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** Approve contract extension with SSC for 2025-2026 school year

## **FOR AGENDA**

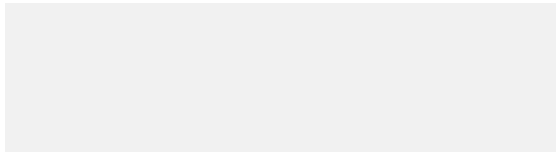
- Approve extension of contract with Compass Group SSC as contracted provider for facilities, grounds and maintenance for the 2025-2026 school year

## **FOR PACKET**

The district recommends the board approve the contract extension with Compass Group SSC as KUSD's contracted provider for facilities, grounds, and maintenance for the 2025-26 school year in the amount of \$5,850,737.53. This is a one-year contract, with the option to renew for an additional four one-year contracts, dependent on vendor performance and district funds.

SSC has 90 employees assigned to KUSD including HVAC techs, a plumber, an electrician, general technicians, locksmiths, supervisors, day porters, and groundskeepers.

Cost Center	Description	Quantity
58913	KINGMAN HIGH SCHOOL	1.00
58914	LEE WILLIAMS HIGH SCHOOL	1.00
58915	KINGMAN MIDDLE SCHOOL	1.00
58916	WHITE CLIFFS MIDDLE SCHOOL	1.00
58917	BLACK MOUNTAIN ELEMENTARY SCHOOL	1.00
58918	CERBAT ELEMENTARY SCHOOL	1.00
58919	DESERT WILLOW ELEMENTARY SCHOOL	1.00
58920	HUALAPAI ELEMENTARY SCHOOL	1.00
58921	MANZANITA ELEMENTARY SCHOOL	1.00
58922	MT TIPTON SCHOOL	1.00
58926	LA SENITA ELEMENTARY SCHOOL	1.00
58927	PASS / PALS	1.00
58928	DO / FACILITIES	1.00
58931	KINGMAN GROUNDS	1.00
58934	KINGMAN POM	1.00



Sub-Total (Non-7
Sub-Total (Taxat
Sales Tax _____



**AMENDMENT THREE TO SERVICE AGREEMENT BETWEEN  
KINGMAN UNIFIED SCHOOL DISTRICT AND  
SOUTHEAST SERVICE CORPORATION  
d/b/a SSC SERVICE SOLUTIONS**

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This Amendment Three, effective as of July 1, 2025 is by and between Kingman Unified School District (“Client”) whose principal office is located at 3033 MacDonald Ave., Kingman, AZ 86401, and SOUTHEAST SERVICE CORPORATION d/b/a SSC SERVICE SOLUTIONS (“Contractor”), whose principal office is located at 1225 E. Weisgarber Road, Suite 200, Knoxville, TN 37909.

**WITNESSETH**

WHEREAS, Client entered into a Service Agreement with Contractor effective January 1, 2022, as amended by Amendment One on July 1, 2023 and as amended by Amendment Two on July 1, 2024 (hereinafter referred to as the “Agreement”);

WHEREAS, the parties desire to make certain alterations, additions or deletions to the Agreement effective July 1, 2025;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. **Extension.** The Parties hereby agree to extend the Agreement through June 30, 2026. Thereafter, the Agreement will renew on a one (1) year basis for up to four additional one-year terms (each a “Renewal Term”) upon Client provision of written notice to Contractor if its intent to renew at least ninety (90) days prior to expiration of the current term or any Renewal Term. The Parties further agree to renegotiate the Agreement if at any point one of the Parties ceases to be a 1GPA member.
2. **Survey of Facilities.** Client is currently performing a survey of its facilities. If it is discovered that the square footage of Client’s facilities is different than what is currently listed on Schedule 2 of the Agreement, the Parties shall renegotiate the Annual Contract Price of the Agreement.
3. **Additional Position.** Contractor shall add an additional position, Owners Representative/Project Manager , to support its services for Client. A copy of the expected duties of this position is attached as Exhibit A to this Amendment.

All other terms, conditions and stipulations contained in the Agreement shall remain in full force and effect and without any change or modification whatsoever, except in the event of any conflict between this Amendment and the Agreement, this Amendment will control. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed in the Agreement. This Amendment may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

**KINGMAN UNIFIED SCHOOL DISTRICT**

**SOUTHEAST SERVICE  
CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

## Exhibit A

### **Kingman Unified School District (KUSD) Owners Representative/Project Manager**

#### **Basis of Proposal**

This proposal is based on need of Owners Representative project manager (ORPM) to perform small and medium size projects as requested by KUSD as well as supporting the SSC Facilities Director on the day to day operation and maintenance supervisory role . The allocation of effort shall be approximate 50% dedication of time to each of the roles.

#### **Scope of Services:**

SSC will provide one ORPM that will report to SSC and act as KUSD owner's representative for any project. The ORPM will:

- Utilize scope the works with engineers/contractors historically used by KUSD in the past.
- SSC ORPM will communicate the scope, impacts, and timeline to all stakeholders and will follow all proper outage notification practices.
- Communicate all project work to the SSC POM Director of Project for review and Quality Assurance

#### **Job Summary**

Under general supervision from the SSC POM Director of Projects and the KUSD SSC Facility Directors, the ORPM manages construction projects as the Owner's representative as well as:

- Provide world-class customer service and management of building construction and renovation projects
- Responsible for timely completion and financial outcome of construction projects in a team environment that includes the Owner, design professionals (architects/engineers), general contractors, sub-contractors, Owner's departmental personnel, project inspectors and other team members.
- Ensures Owner satisfaction and overall success of assigned projects.

#### **Job Responsibilities**

- Supervises and manages construction projects as the Owner's representative. Provides effective construction management of assigned projects by coordinating all pre-construction and construction activity on these projects, including project design, development of construction documents, preparation of project estimates and budgets, receipt and evaluation of project proposals, site observation of construction, budget and schedule management, project close-out and post construction issues such as warranty or latent defect claims.
- Ensures Federal, State, and local laws and codes concerning health, safety, accessibility, and the environment are strictly adhered to in the programming, design, and construction of facilities projects.
- Provides project oversight and quality assurance inspections to ensure construction work complies with contract documents, safety requirements, schedule, and budget requirements.
- Manages internal and external customers, contractors, professional service providers and project stakeholders with diverse backgrounds, gender, race and ethnicity.

- Contributes to a safe work environment by quickly reporting accidents and unsafe working conditions. Uses proper personal protection equipment and follows safety procedures outlined in Material Safety Data Sheets. Participates in safety training.

# Memorandum

**To:** KUSD Governing Board

**From:** Margot Jones, Executive Director of Business and Finance

**RE:** Adopt proposed budget for fiscal year 2026

## **FOR AGENDA**

- Adopt proposed budget for fiscal year 2026

## **FOR PACKET**

Our proposed budget this year looks very similar to last year's revised budget. We are starting with an estimated ADM equal to our FY25 ending ADM. As our ADM fluctuates throughout the year, we'll capture those changes on our revised budgets later in the year.

In previous years, there has been a 2% or inflation increase to our Base Level Amount or per ADM funding. That is not reflected in this budget as that was only finalized on July 1 and we had to post the proposed budget 10 days prior to tonight's hearing. We will revise the budget later in the year and capture that revenue on our budget. The increase is \$100.26 per weighted ADM, which would be about \$1,000,000. This is great news for our already tight budget, however we also lost over 200 ADM during FY25, so if we lost a similar amount during FY26, that loss would negate this increase.

The Primary and Secondary Tax Rates are also an estimate based on preliminary calculations and will get officially set with the County in August.

Our Revenue Control Limit is \$55,689,018, plus the possible \$1,000,000 inflation increase. This takes into consideration our estimated, weighted ADM, and transportation support including allocation for daily route miles and eligible students transported.

Our District Additional Assistance is \$3,866,596. This is based on a calculated growth factor from prior years' ADM and additional support for high schools.

Total revenue from the state will be \$59,555,614. That allocation then gets split between M&O and Capital funds, then our carryover from those funds is added. Our carryover is an estimate at this time as we haven't finalized the current fiscal year. Our M&O carryover is estimated at \$5.8 million and Capital carryover at about \$3.5 million.

Currently, we are budgeted to use some of this carryover in FY26. We have talked about our carryover a few times now this year, and while it's great we have that reserve, we don't want to deplete it. There is too much financial risk in not having a healthy reserve. It is the commitment of the executive team to find creative ways to cut spending while not negatively impacting the education of our students, the function of the district, or our ability to recruit and retain talent. The goal is to get ahead of our expenditures so as to maintain our financial security.



FY 2026  
State of Arizona  
School District Annual Expenditure Budget  
Districtwide Budget

Proposed

Version

By the Governing Board

We hereby certify that the Budget for the Fiscal Year 2026 was

Proposed July 8, 2025  
Adopted July 8, 2025  
Revised \_\_\_\_\_

Date

District website link of posted budget <https://www.kusd.org/page/business-and-finance>

Toni Henry \_\_\_\_\_  
Lori Grant \_\_\_\_\_  
Susan Collins \_\_\_\_\_  
Boyd Hardy \_\_\_\_\_  
Roger Cox \_\_\_\_\_  
\_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_

The FY 2026 budget file for the version described above will be uploaded via  
the School Finance Budget System on ADE's website by July 15, 2025  
Date

\_\_\_\_\_  
Superintendent signature Business Manager signature  
Gretchen Dorner Margot Jones  
Superintendent name (typed name) Business Manager name (typed name)

District contact employee: Valerie Portillo

Telephone: 928-753-5678 Email: [yportillo@kusd.org](mailto:yportillo@kusd.org)

Revenues and property taxation

1. Total budgeted revenues for fiscal year 2025	\$	84,264,058
2. Estimated revenues by source for fiscal year 2026 (excluding property taxes)		
Local	1000	\$ 19,000,000
Intermediate	2000	\$ 20,000
State	3000	\$ 9,000,000
Federal	4000	\$ 14,000,000
TOTAL		\$ 42,020,000

3. District tax rates for prior and budget fiscal years (A.R.S. §15-903.D.4)

	Prior FY 2025	Est. Budget FY 2026
Primary Tax Rate:	3.6379	3.4264
Secondary Tax Rates:		
M&O Override	0.0000	0.0000
Special Program Override	0.0000	0.0000
Capital Override	0.0000	0.0000
Class A Bonds	0.0000	0.0000
Class B Bonds	1.0494	1.1117
CTED	0.0000	0.0000
Desegregation	0.0000	0.0000
Total Secondary Tax Rate	1.0494	1.1117

Total budgeted expenditures and aggregate school district budget limit (A.R.S. §15-905.H)

	Budgeted Expenditures	Budgeted Carryforward	Budget Limit
1. Maintenance and Operation Fund (from pages 1, lines 30-31 and 7, line 10)	\$ 57,761,918	\$ 2,682,996	\$ 60,444,914
2. Unrestricted Capital Fund (from pages 4, lines 10-11 and 8, line 12)	\$ 5,095,231	\$ 2,691,113	\$ 7,786,344
3. Federal projects other than Impact Aid (from budget, page 6, Federal Projects, minus 378 [lines 18 and 20])			\$ 5,231,842
4. Total aggregate school district budget limit (sum of lines 1 through 3)			\$ 73,463,100

Average teacher salaries (A.R.S. §15-903.E)

1. Average salary of all teachers employed in FY 2026 (budget year)	\$ 60,428
2. Average salary of all teachers employed in FY 2025 (prior year)	\$ 57,928
3. Increase in average teacher salary from the prior year	\$ 2,500
4. Percentage increase	4%

Base pay plus Classroom Site Fund allocation, no supplemental pay is included

Check this box if your district has no teachers (transporting districts and some CTEDs).

**Fund 001 (M&O)**

**Maintenance and Operation (M&O) Fund**

Expenditures		FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
		Prior FY	Budget FY						Prior FY 2025	Budget FY 2026	
100 Regular Education											
1000 Instruction	1.	293.46	272.32	17,131,452	6,897,221	431,239	276,820	21,128	25,042,364	24,757,860	-1.1%
2000 Support Services											
2100 Students	2.	65.05	62.75	2,060,942	833,548	171,466	45,025	641	3,311,622	3,111,622	-6.0%
2200 Instructional Staff	3.	34.00	36.05	1,165,314	741,102	210,491	3,534	50,470	2,670,911	2,170,911	-18.7%
2300 General Administration	4.	3.00	4.00	254,269	151,371	1,004,965	11,866	107,702	1,530,173	1,530,173	0.0%
2400 School Administration	5.	45.00	43.14	2,309,478	986,657	12,585	26,590	3,675	3,838,985	3,338,985	-13.0%
2500 Central Services	6.	16.75	17.50	766,943	352,364	277,840	124,420	3,449	1,525,016	1,525,016	0.0%
2600 Operation & Maintenance of Plant	7.	2.50	3.00	159,232	96,842	7,076,324	1,503,226	6,423	8,842,047	8,842,047	0.0%
2900 Other	8.								0	0	0.0%
3000 Operation of Noninstructional Services	9.	2.50	3.30	81,192	33,705			457	115,354	115,354	0.0%
610 School-Sponsored Cocurricular Activities	10.			41,750	4,114	10,470	23,155	4,488	83,977	83,977	0.0%
620 School-Sponsored Athletics	11.			344,234	42,713	151,900	67,880	123,625	730,352	730,352	0.0%
630 Other Instructional Programs	12.								0	0	0.0%
700, 800, 900 Other Programs	13.								0	0	0.0%
Regular Education Subsection Subtotal (lines 1-13)	14.	462.26	442.06	24,314,806	10,139,637	9,347,280	2,082,516	322,058	47,690,801	46,206,297	-3.1%
200 and 300 Special Education											
1000 Instruction	15.	146.56	195.48	5,226,518	2,019,394	1,622	1,500	0	7,249,034	7,249,034	0.0%
2000 Support Services											
2100 Students	16.	22.81	36.12	994,235	337,537	2,035,341			3,367,113	3,367,113	0.0%
2200 Instructional Staff	17.	17.15	26.75	507,202	226,989	1,500	311		736,002	736,002	0.0%
2300 General Administration	18.								0	0	0.0%
2400 School Administration	19.	1.86	1.86	103,956	37,132	284	0		141,372	141,372	0.0%
2500 Central Services	20.					100			100	100	0.0%
2600 Operation & Maintenance of Plant	21.								0	0	0.0%
2900 Other	22.								0	0	0.0%
3000 Operation of Noninstructional Services	23.								0	0	0.0%
Subtotal (lines 15-23)	24.	188.38	260.21	6,831,911	2,621,052	2,038,847	1,811	0	11,493,621	11,493,621	0.0%
400 Pupil Transportation	25.	93.19	85.54						4,187,966	0	-100.0%
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	26.	0.00	0.00	0	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	27.	0.99	0.99	47,000	15,000				62,000	62,000	0.0%
540 Joint Career and Technical Education and Vocational Education Center	28.	0.00	0.00	0	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	29.	10.55							383,883	0	-100.0%
Budgeted expenditures (lines 14, and 24-29)	30.	755.37	788.80	31,193,717	12,775,689	11,386,127	2,084,327	322,058	63,818,271	57,761,918	-9.5%
Maintained for spending after FY 2026 (budgeted carryforward)	31.									2,682,996	
Total budget limit expenditures (lines 30-31) (Cannot exceed page 7, line 10)	32.	755.37	788.80	31,193,717	12,775,689	11,386,127	2,084,327	322,058	63,818,271	60,444,914	-5.3%

The district has budgeted an amount in the M&O Fund equal to the General Budget Limit as calculated on page 7 of 8.

**Special education programs by type (M&O Fund Programs 200 and 300)**

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY	
1. Total all disability classifications	10,366,061	10,366,061	1.
2. Gifted Education	226,143	226,143	2.
3. Remedial Education	0		3.
4. ELL Incremental Costs	53,592	53,592	4.
5. ELL Compensatory Instruction	0		5.
6. Vocational and Technical Education (non-CTED)	0		6.
7. Career Education (non-CTED)	0		7.
8. Career Technical Education (CTED)	847,825	847,825	8.
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	11,493,621	11,493,621	9.
10. IEP required pupil transportation costs coded within Program 400	500,000	500,000	10.

**Proposed ratios for special education**

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 22  
 Staff-Pupil 1 to 14

**Expenditures budgeted for audit services**

M&O Fund - Nonfederal	<b>6350</b>	<u>37,500</u>
All Funds - Federal	6330	

**FY 2026 Performance Pay (A.R.S. Section 15-920)**

Amount Budgeted in M&O Fund for a Performance Pay Component \_\_\_\_\_

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

**Expenditures budgeted in the M&O Fund for food service**

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 50,000  
 (This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a)]

**Fund 010 (CSF)**

**Classroom Site Fund (CSF) and CSF Budget Limit (A.R.S. §§ 15-977 and 15-978)**

Expenditures		Salaries 6100	Employee benefits 6200	Purchased services 6300, 6400, 6500	Supplies 6600	Property 6700	Debt service and miscellaneous 6800	Totals		% Increase/ Decrease
								Prior FY 2025	Budget FY 2026	
1000 Instruction	1.	4,550,000	1,592,500	314,783				13,837,660	6,457,283	-53.3%
2100 Support services - students	2.							0	0	0.0%
2200 Support services - instructional staff	3.							0	0	0.0%
2300 Support services - general administration	4.							0	0	0.0%
2500 Central services	5.							0	0	0.0%
3300 Community services Oerations	6.							0	0	0.0%
4000 Facilities acquisition and construction	7.							0	0	0.0%
5000 Debt service	8.							0	0	0.0%
Budgeted expenditures (lines 1-8)	9.	4,550,000	1,592,500	314,783	0	0	0	13,837,660	6,457,283	-53.3%
Maintained for spending after FY 2026 (budgeted carryforward)	10.								10,348,446	
Total budget limit expenditures (lines 10-11)	11.	4,550,000	1,592,500	314,783	0	0	0	13,837,660	16,805,729	21.4%

The district has budgeted an amount in Fund 010 equal to the Classroom Site Fund Budget Limit as calculated below.

**Classroom Site Fund Budget Limit Calculation**

FY 2025 Classroom Site Fund Budget Limit (from FY 2025 latest revised Budget, page 3, line 16)	12.	13,837,660
FY 2025 Actual expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	13.	4,002,801
Unexpended Budget Balance (line 12 minus 13)	14.	9,834,859
Interest earned in the Classroom Site Fund in FY 2025	15.	409,180
FY 2026 Classroom Site Fund allocation, provided by ADE based on: \$842	16.	6,561,690
Adjustments to FY 2026 Classroom Site Fund Budget Limit (1)	17.	
FY 2026 Classroom Site Fund Budget Limit (Sum of lines 12 through 17) (2)	18.	16,805,729

(1) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.

(2) The amounts budgeted on line 11 cannot exceed the respective amounts on this line.

**Fund 610 (UCO)**

**Unrestricted Capital Outlay (UCO) Fund**

Expenditures		Rentals	Library books, textbooks, & instructional aids (2)	Short-term noninstructional software subscription	Property (2)	Redemption of principal (3)	Interest (4) 6841, 6842, 6843, 6850	All other object codes (excluding 6900)	Totals		% Increase/Decrease
									Prior FY	Budget FY	
<b>Unrestricted Capital Outlay Override (1)</b>	1.								0	0	0.0%
<b>Unrestricted Capital Outlay Fund 610 (6)</b>											
1000 Instruction	2.	322,938	1,578,945		268,820				5,561,473	2,170,703	-61.0%
2000 Support Services											
2100, 2200 Students and Instructional Staff	3.		5,706	2,054	828				8,588	8,588	0.0%
2300, 2400, 2500, 2900 Administration	4.	67,762		311,527	1,236,468				1,411,442	1,615,757	14.5%
2600 Operation & Maintenance of Plant	5.	5,706		656	138,407				144,769	144,769	0.0%
2700 Student Transportation	6.	6,847		14,835	143,782				165,464	165,464	0.0%
3000 Operation of Noninstructional Services (5)	7.								0	0	0.0%
4000 Facilities Acquisition and Construction	8.							254,950	954,950	254,950	-73.3%
5000 Debt Service	9.					600,000	135,000		955,122	735,000	-23.0%
Budgeted expenditures (lines 2-9)	10.	403,253	1,584,651	329,072	1,788,305	600,000	135,000	254,950	9,201,808	5,095,231	-44.6%
Maintained for spending after FY 2026 (budgeted carryforward)	11.									2,691,113	
Total budget limit expenditures (lines 10-11) (Cannot exceed page 8, line 12)	12.	403,253	1,584,651	329,072	1,788,305	600,000	135,000	254,950	9,201,808	7,786,344	-15.4%

The district has budgeted an amount in the UCO Fund equal to the Unrestricted Capital Budget Limit as calculated on Page 8 of 8.

(1) Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the budget year total column.

(5) Expenditures budgeted in Unrestricted Capital Outlay (UCO) Fund for food service

Enter the amount budgeted in UCO for food service [amount will be used to determine district compliance with state matching requirements pursuant to CFR Title 7, §210.17(a)] \_\_\_\_\_

(2) Detail by object code:

	Unrestricted Capital Outlay
6641 Library Books	\$ 6,000
6642 Textbooks	337,600
6643 Instructional Aids	1,641,051
673X Furniture and Equipment	337,500
673X Vehicles	175,805
673X Tech Hardware & Software	1,075,000

(6) Expenditures, if any, budgeted in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211. \_\_\_\_\_

(3) Includes principal on Capital Equity Fund loans of \$ 727,000 , principal on leases of \_\_\_\_\_ , and principal on bonds of \_\_\_\_\_ .

(4) Includes interest on Capital Equity Fund loans of \$ 110,000 , interest on leases of \_\_\_\_\_ , and interest on bonds of \_\_\_\_\_ .

Other funds—required capital expenditure detail [(A.R.S. §15-904.(B))]

Expenditures	Unrestricted Capital Outlay		Bond Building		New School Facilities		Adjacent Ways			
	Fund 610		Fund 630		Fund 695		Fund 620 (2)			
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY		
<b>Total Fund Expenditures</b>	1.	9,201,808	5,095,231	0		0		0		1.
<b>Select Object Codes Detail (1)</b>										
6150 Classified Salaries	2.	0	0	0		0		0		2.
6200 Employee Benefits	3.	0	0	0		0		0		3.
6450 Construction Services	4.	750,000	500,000	0		0		0		4.
6655 Short-term Noninstructional Software Subscription	5.		225,000							5.
6710 Land and Improvements	6.	0	0	0		0		0		6.
6720 Buildings and Improvements	7.	0		0		0		0		7.
673X Furniture and Equipment	8.	388,102	337,500	0		0		0		8.
673X Vehicles	9.	0	175,805	0		0		0		9.
673X Technology Hardware & Software	10.	1,281,120	1,075,000	0		0		0		10.
6831, 6832, 6833 Redemption of Principal	11.	617,000	617,000	0		0		0		11.
6841, 6842, 6843, 6850, 6860 Interest and Debt-Issuance Costs	12.	110,000	110,000	0		0		0		12.
Total (lines 2-12)	13.	3,146,222	3,040,305	0	0	0	0	0	0	13.
Total amounts reported on lines 2-12 above for:										
Renovation	14.	750,000	500,000	0				0		14.
New Construction	15.	0	0	0		0		0		15.
Other	16.	2,396,222	2,540,305	0		0		0		16.
Total (lines 14-16, must equal line 13)	17.	3,146,222	3,040,305	0	0	0	0	0	0	17.

(1) Lines 2-12 may not include all budgeted expenditures of the fund. Total budgeted expenditures for each fund should be included on Line 1.

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2026 \_\_\_\_\_

**Special projects**

**Federal projects FTE & expenditures**

1. 100-130 ESEA Title I - Helping Disadvantaged Children
2. 140-150 ESEA Title II - Prof. Dev. and Technology
3. 160 ESEA Title IV - 21st Century Schools
4. 170-180 ESEA Title V - Promote Informed Parent Choice
5. 190 ESEA Title III - Limited Eng. & Immigrant Students
6. 200 ESEA Title VII - Indian Education
7. 210 ESEA Title VI - Flexibility and Accountability
8. 220 IDEA Part B
9. 230 Johnson-O'Malley
10. 240 Workforce Investment Act
11. 250 AEA - Adult Education
12. 260-270 Vocational Education - Basic Grants
13. 280 ESEA Title X - Homeless Education
14. 290 Medicaid Reimbursement
15. 349 National Forest Fees
16. 353 Taylor Grazing Fees
17. 374 E-Rate
18. 378 Impact Aid
19. 300-399 Other Federal Projects
20. 699 Federal Impact Aid (Construction)
21. Total Federal Project Funds (lines 1-20)

**State projects FTE & expenditures**

22. 400 Vocational Education
23. 410 Early Childhood Block Grant
24. 420 Ext. School Yr. - Pupils with Disabilities
25. 425 Adult Basic Education
26. 430 Chemical Abuse Prevention Programs
27. 435 Academic Contests
28. 450 Gifted Education
29. 456 College Credit Exam Incentives
30. 460 Environmental Special Plate
31. Other State Projects
32. Total State Project Funds (lines 22-31)
33. Total Special Projects (lines 21 and 32)

**Instructional Improvement Fund Expenditures (020)**

1. Teacher Compensation Increases
2. Class Size Reduction
3. Dropout Prevention Programs (M&O purposes)
4. Instructional Improvement Programs (M&O purposes)
5. Total Instructional Improvement Fund (lines 1-4)

FTE		Total all functions	
Prior FY	Budget FY	Prior FY	Budget FY
36.00	36.00	2,572,059	2,350,490
0.00	0.00	169,532	316,038
2.00	2.00	338,856	277,117
0.00	0.00	0	0
0.50	0.50	28,490	25,480
0.00	0.00	0	0
0.00	0.00	0	0
30.00	30.00	1,548,617	1,363,896
0.00	0.00	0	0
0.00	0.00	0	0
4.00	4.00	149,720	188,821
0.00	0.00	17,075	0
6.00	6.00	360,000	360,000
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	350,000	350,000
0.00	0.00	0	0
40.00	40.00	5,709,630	0
0.00	0.00	0	0
118.50	118.50	11,243,979	5,231,842
0.50	0.50	43,143	45,788
15.00	15.00	371,361	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
0.00	0.00	0	0
1.00	1.00	346,182	76,479
16.50	16.50	760,686	122,267
135.00	135.00	12,004,665	5,354,109

	Prior FY	Budget FY
	270,800	270,800
	0	
	25,000	25,000
	25,000	118,750
	320,800	414,550

**Other funds expenditures**

1. 050 County, City, and Town Grants
2. 071 English Language Learner (1)
3. 072 Compensatory Instruction (1)
4. 500 School Plant (2)
5. 510 Food Service
6. 515 Civic Center
7. 520 Community School
8. 525 Auxiliary Operations
9. 526 Extracurricular Activities Fees Tax Credit
10. 530 Gifts and Donations
11. 535 Career & Technical Education Projects
12. 540 Fingerprint
13. 545 School Opening
14. 550 Insurance Proceeds
15. 555 Textbooks
16. 565 Litigation Recovery
17. 570 Indirect Costs
18. 575 Unemployment Insurance
19. 580 Teacherage
20. 585 Insurance Refund
21. 590 Grants and Gifts to Teachers
22. 595 Advertisement
23. 596 Career Technical Education
24. 597 Arizona Industry Credentials Incentive
25. 639 Impact Aid Revenue Bond Building
26. 650 Gifts and Donations-Capital
27. 660 Condemnation
28. 665 Energy and Water Savings
29. 686 Emergency Deficiencies Correction
30. 691 Building Renewal Grant
31. 700 Debt Service
32. 720 Impact Aid Revenue Bond Debt Service
33. 850 Student Activities
34. Other \_\_\_\_\_

**Internal Service Funds 950-989**

1. 9\_\_ Self-Insurance
2. 955 Intergovernmental Agreements
3. 9\_\_ OPEB
4. 9\_\_ \_\_\_\_\_

	Prior FY	Budget FY
0	0	0
0	0	0
0	0	0
0	0	0
3,000,000	3,500,000	
50,000	25,000	
100,000	100,000	
400,000	400,000	
100,000	100,000	
15,000	5,000	
40,000	40,000	
5,000	0	
0	0	
0	50,000	
5,000	5,000	
1,000	1,000	
350,000	350,000	
0	0	
0	0	
0	0	
10,000	10,000	
0	0	
1,000,000	750,000	
0	0	
0	0	
0	0	
2,110,856	1,143,275	
0	0	
2,000,000	2,000,000	
6,846,250	6,846,250	
0	0	
250,000	450,000	
0	0	
0	0	
300,000	400,000	
0	0	
0	0	

(1) From Supplement, line 10 and line 20, respectively.  
 (2) Indicate amount budgeted in Fund 500 for M&O purposes

**Calculation of FY 2026 General Budget Limit  
(A.R.S. §15-947.C)**

		<u>A.</u>	<u>B.</u>
		<u>Maintenance</u>	<u>Unrestricted</u>
		<u>and Operation</u>	<u>Capital Outlay</u>
*1. FY 2026 Revenue Control Limit (RCL) (from BSA55 tab, page 3; includes FRPL and DAA onetime supple	\$ 55,707,918	\$ 55,707,918	\$ 0
*2. (a) FY 2026 District Additional Assistance (DAA) (from BSA55 tab, page 4)	\$ 3,866,596		
(b) DAA Adjustment (from BSA55 tab, page 4)	\$ 0		
(c) Total DAA (line 2.a plus 2.b)	\$ 3,866,596		3,866,596
*3. FY 2026 Override Authorization (A.R.S. Sections 15-481 and 15-482 or 15-949 if small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)			
(a) Maintenance and Operation			
(b) Unrestricted Capital Outlay			
(c) Special Program			
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824) (Do not include full-day kindergarten or summer school tuition)			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts			
(c) Out-of-State Districts and Other Governments			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)			
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)			
*7. Increase Authorized by County School Superintendent for Accommodation Schools [not to exceed amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(e)] (A.R.S. §15-974.B)			
8. Budget Increase for:			
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)			
* Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget			
(b) Balance Carryforward, line 13) (A.R.S. §15-943.01)		5,818,271	
(c) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)		62,000	
(d) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2024 (A.R.S. Section 15-910.M, as amended by Laws 2022, Ch. 285, §3)			
* (e) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (f) FY 2025 Performance Pay Unexpended Budget Carryforward (from Calculation page, Calculation of M&O Fund Budget Balance Carryforward, line 10.e) (A.R.S. §15-920)		0	
(g) Excessive Property Tax Assessed Valuation Judgments (A.R.S. §§42-16213 and 42-16214)			
* (h) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15-915) Include year(s) and descriptions, as applicable.			
(a) Prior Year Over Expenditures/Resolutions:			
(b) Decrease for Transfer from M&O to Energy and Water Savings Fund		(1,143,275)	
(c) Increase for Energy and Water Savings Fund Transfer to M&O			
(d) Noncompliance Adjustment			
(e) ADM/Transportation Audit Adjustment			
(f) Other:			
10. FY 2026 General Budget Limit (column A, lines 1 through 9) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)		\$ 60,444,914	
11. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 8) (A.R.S. §15-905.F) (to page 8, line 11)			\$ 3,866,596

\* Subject to adjustment prior to May 15 as allowed by A.R.S. Revisions are described in the instructions for these lines, as needed.



**Supplement to school district annual expenditure budget for districts that budget for English language learners  
(A.R.S. §§15-756.04 and 15-756.11)**

English Language Learners Supplement	FTE		Salaries 6100	Employee benefits 6200	Purchased services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY							Prior FY 2025	Budget FY 2026	
<b>Expenditures</b>											
<b>English Language Learner Fund 071 (A.R.S. §15-756.04)</b>											
1000 Instruction	1.	0.00							0	0	0.0%
2000 Support Services											
2100 Students	2.	0.00							0	0	0.0%
2200 Instructional Staff	3.	0.00							0	0	0.0%
2300 General Administration	4.	0.00							0	0	0.0%
2400 School Administration	5.	0.00							0	0	0.0%
2500 Central Services	6.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	7.	0.00							0	0	0.0%
2700 Student Transportation	8.	0.00							0	0	0.0%
2900 Other	9.	0.00							0	0	0.0%
<b>Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)</b>	10.	0.00	0.00	0	0	0	0	0	0	0	0.0%
<b>Compensatory Instruction Fund 072 (A.R.S. §15-756.11)</b>											
1000 Instruction	11.	0.00							0	0	0.0%
2000 Support Services											
2100 Students	12.	0.00							0	0	0.0%
2200 Instructional Staff	13.	0.00							0	0	0.0%
2300 General Administration	14.	0.00							0	0	0.0%
2400 School Administration	15.	0.00							0	0	0.0%
2500 Central Services	16.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	17.	0.00							0	0	0.0%
2700 Student Transportation	18.	0.00							0	0	0.0%
2900 Other	19.	0.00							0	0	0.0%
<b>Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)</b>	20.	0.00	0.00	0	0	0	0	0	0	0	0.0%

Summary of School District Proposed Expenditure Budget

CTD number 080220000  
Version Proposed

I certify that the budget of Kingman Unified School District District, Mohave County for fiscal year 2026 was officially proposed by the Governing Board on, July 8, 2025, and that the complete Proposed Expenditure Budget may be reviewed by contacting Valerie Portillo at the District Office, telephone 9287535678 during normal business hours.

\_\_\_\_\_  
President of the Governing Board

<b>1. Average Daily Membership:</b>		<b>Prior year</b>	<b>Budget year</b>	<b>4. Average teacher salaries (A.R.S. §15-903.E)</b>	
	<b>2024 ADM</b>	<b>2025 ADM</b>	<b>2026 ADM</b>	1. Average salary of all teachers employed in FY 2026 (budget year)	60,428
<b>Attending</b>	6,753,2802	6,579,4487	6,517,8277	2. Average salary of all teachers employed in FY 2025 (prior year)	57,928
				3. Increase in average teacher salary from the prior year	2,500
				4. Percentage increase	4%
<b>2. Tax Rates:</b>		<b>Prior FY</b>	<b>Est. Budget FY</b>	Base pay plus Classroom Site Fund allocation, no supplemental pay is included	
<b>Primary rate</b> (equalization formula funding and budget add-ons not required to be in secondary rate)		3.6379	3.4264		
<b>Secondary rate</b> (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		1.0494	1.1117		
<b>3. Budgeted expenditures and Budget Limits:</b>		<b>Budgeted Expenditures</b>	<b>Budgeted Carryforward</b>	<b>Budget Limit</b>	
Maintenance & Operation Fund		57,761,918	2,682,996	60,444,914	
Classroom Site Fund		6,457,283	10,348,446	16,805,729	
Unrestricted Capital Outlay Fund		5,095,231	2,691,113	7,786,344	

	Maintenance and Operation Expenditures						% Inc./(Decr.) from Prior FY
	Salaries and Benefits		Other		TOTAL		
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
<b>100 Regular Education</b>							
<b>1000 Instruction</b>	24,313,177	24,028,673	729,187	729,187	25,042,364	24,757,860	-1.1%
<b>2000 Support Services</b>							
<b>2100 Students</b>	3,094,490	2,894,490	217,132	217,132	3,311,622	3,111,622	-6.0%
<b>2200 Instructional Staff</b>	2,406,416	1,906,416	264,495	264,495	2,670,911	2,170,911	-18.7%
<b>2300, 2400, 2500 Administration</b>	5,321,082	4,821,082	1,573,092	1,573,092	6,894,174	6,394,174	-7.3%
<b>2600 Oper./Maint. of Plant</b>	256,074	256,074	8,585,973	8,585,973	8,842,047	8,842,047	0.0%
<b>2900 Other</b>	0	0	0	0	0	0	0.0%
<b>3000 Oper. of Noninstructional Services</b>	114,897	114,897	457	457	115,354	115,354	0.0%
<b>610 School-Sponsored Cocurric. Activities</b>	45,864	45,864	38,113	38,113	83,977	83,977	0.0%
<b>620 School-Sponsored Athletics</b>	386,947	386,947	343,405	343,405	730,352	730,352	0.0%
<b>630, 700, 800, 900 Other Programs</b>	0	0	0	0	0	0	0.0%
<b>Regular Education Subsection Subtotal</b>	35,938,947	34,454,443	11,751,854	11,751,854	47,690,801	46,206,297	-3.1%
<b>200 and 300 Special Education</b>							
<b>1000 Instruction</b>	7,245,912	7,245,912	3,122	3,122	7,249,034	7,249,034	0.0%
<b>2000 Support Services</b>							
<b>2100 Students</b>	1,331,772	1,331,772	2,035,341	2,035,341	3,367,113	3,367,113	0.0%
<b>2200 Instructional Staff</b>	734,191	734,191	1,811	1,811	736,002	736,002	0.0%
<b>2300, 2400, 2500 Administration</b>	141,088	141,088	384	384	141,472	141,472	0.0%
<b>2600 Oper./Maint. of Plant</b>	0	0	0	0	0	0	0.0%
<b>2900 Other</b>	0	0	0	0	0	0	0.0%
<b>3000 Oper. of Noninstructional Services</b>	0	0	0	0	0	0	0.0%
<b>Special Education Subsection Subtotal</b>	9,452,963	9,452,963	2,040,658	2,040,658	11,493,621	11,493,621	0.0%
<b>400 Pupil Transportation</b>	3,029,597	0	1,158,369	0	4,187,966	0	-100.0%
<b>510 Desegregation</b>	0	0	0	0	0	0	0.0%
<b>530 Dropout Prevention Programs</b>	62,000	62,000	0	0	62,000	62,000	0.0%
<b>540 Joint Career and Technical Education and Vocational Education Center</b>	0	0	0	0	0	0	0.0%
<b>550 K-3 Reading Program</b>	383,883	0	0	0	383,883	0	-100.0%
<b>Budgeted Expenditures</b>	48,867,390	43,969,406	14,950,881	13,792,512	63,818,271	57,761,918	-9.5%

Summary of School District Proposed Expenditure Budget (Concl'd)

CTD number 080220000  
Version Proposed

Total expenditures by fund				
Fund	Budgeted Expenditures		\$ Increase/(Decrease) from Prior FY	% Increase/(Decrease) from Prior FY
	Prior FY	Budget FY		
Maintenance & Operation	63,818,271	57,761,918	(6,056,353)	-9.5%
Instructional Improvement	320,800	414,550	93,750	29.2%
English Language Learner	0	0	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	13,837,660	6,457,283	(7,380,377)	-53.3%
Federal Projects	11,243,979	5,231,842	(6,012,137)	-53.5%
State Projects	760,686	122,267	(638,419)	-83.9%
Unrestricted Capital Outlay	9,201,808	5,095,231	(4,106,577)	-44.6%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	6,846,250	6,846,250	0	0.0%
School Plant Fund	0	0	0	0.0%
Auxiliary Operations	400,000	400,000	0	0.0%
Bond Building	0	0	0	0.0%
Food Service	3,000,000	3,500,000	500,000	16.7%
Other	6,336,856	5,429,275	(907,581)	-14.3%

M&O Fund Special Education Programs by type		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total All Disability Classifications	10,366,061	10,366,061
Gifted Education	226,143	226,143
Remedial Education	0	0
ELL Incremental Costs	53,592	53,592
ELL Compensatory Instruction	0	0
Vocational and Technical Education (non-CTED)	0	0
Career Education (non-CTED)	0	0
Career Technical Education (CTED)	847,825	847,825
TOTAL	11,493,621	11,493,621

Proposed staffing summary				
Staff Type	Purchased Services Personnel FTE	Employee FTE	Total FTE	Staff-Pupil Ratio
Certified --				
Superintendent, principals, other administrators	0	33	33	1 to 197.5
Teachers	4	269	273	1 to 23.9
Other	0	70	70	1 to 93.1
Subtotal	4	372	376	1 to 17.3
Classified --				
Managers, supervisors, directors	0	20	20	1 to 325.9
Teachers aides	0	157	157	1 to 41.5
Other	1	209	210	1 to 31.0
Subtotal	1	386	387	1 to 16.8
TOTAL	5	758	763	1 to 8.5
Special education --				
Teacher	0	56	56	1 to 22.0
Staff	0	90	90	1 to 14.0

District name Kingman Unified School District

CTD number 080220000

Version Proposed

**FY 2026 Truth in Taxation Work Sheet (A.R.S. Section 15-905.01)**

1.	FY 2026 Truth in Taxation Base Limit (from FY 2025 TNT work sheet, line 3 + line 11)	\$	<u>119,577</u>	
2.	Deduction for discontinued programs		<u>          </u>	
3.	Adjusted FY 2026 TNT Base Limit	\$	<u><u>119,577</u></u>	
				<b>Primary property tax rate related to budgeted expenditures</b>
<b>FY 2026 Budgeted Expenditures</b>				
4.	Desegregation (no longer a primary levy, must be zero)	\$	<u>0</u>	<u>          </u>
5.	Dropout prevention (from page 1, line 27)		<u>62,000</u>	<u>          </u>
6.	Joint Career and Technical Education and Vocational Education Center		<u>0</u>	<u>          </u>
7.	Small school adjustment (from page 7, line 4, columns A and B)	\$	<u>0</u>	<u>          </u>
<b>Adjustments for FY 2025 Expenditures</b>				
8.	Desegregation, dropout prevention, and Joint Career and Technical Education and Vocational Education Center			
a.	FY 2025 Total actual expenditures for programs above	\$	<u>          </u>	
b.	Sum of FY 2025 original budget amounts for programs above (from FY 2025 TNT work sheet, sum of lines 4, 5, and 6)		<u>62,000</u>	
c.	Expenditures over/(under) original budget (line 8.a minus line 8.b)	\$	<u>0</u>	
9.	Small school adjustment			
a.	FY 2025 final budget for small school adjustment	\$	<u>          </u>	
b.	FY 2025 original budget for small school adjustment (from FY 2025 TNT work sheet, line 7)	\$	<u>0</u>	
c.	Amount over/(under) budget for small school adjustment (line 9.a minus line 9.b)	\$	<u>0</u>	
10.	Total (add lines 4 through 7 and line 8.c. and line 9.c.)	\$	<u><u>62,000</u></u>	
11.	Excess over Truth in Taxation Limit (1) (Line 10 minus line 3. If negative, enter zero.)	\$	<u><u>0</u></u>	
12.	Amount to be levied in FY 2026 for Adjacent Way pursuant to A.R.S. §15-995 (from page 5, footnote 2) (1)	\$	<u>0</u>	<u>          </u>
13.	Amount to be levied in FY 2026 for liabilities in excess of the Budget pursuant to A.R.S. §15-907 (1)	\$	<u>          </u>	<u>          </u>
<b>Calculations for Truth in Taxation Notice</b>				
A.	Sum of lines 11, 12, and 13	\$	<u>0</u>	
B.1.	Current assessed value	\$	<u>          </u>	
B.2.	(Line 3 divided by line B.1) x \$10,000	\$	<u>          </u> (2)	
C.1.	Sum of lines 3, 11, 12, and 13	\$	<u>119,577</u>	
C.2.	(Line C.1 divided by line B.1) x \$10,000	\$	<u>          </u> (2)	
(1)	If an amount on line 11, 12, or 13 is greater than zero, the district must publish a Truth in Taxation Hearing Notice as described in A.R.S. §15-905.01.			
(2)	\$10,000 is used in these calculations to determine the amounts to include on the truth in taxation hearing notice for a \$100,000 home, as property taxes on residential properties are levied at 10% of the assessed valuation per A.R.S. §42-15003.			

This tab presents information on the amount and planned use of the District's fund balance to increase transparency and provide decision-makers, other stakeholders, and the public more complete financial information. Other than the FY 2024 ending fund balance amounts, all amounts included on this tab are estimates.

	Funds									
	General			Capital Projects			Special Revenue			
	Maintenance and Operations	Unrestricted Capital Outlay (if included in the General Fund)	Other funds reported in the General Fund	Unrestricted Capital Outlay (if not included in the General Fund)	Bond Building	Adjacent Ways	Other capital projects	Classroom Site	Federal and State Grant	Other special revenue
<b>A. Estimated FY 2025 fund balances and planned uses in FY 2026 and thereafter</b>										
1. <b>FY 2024 final ending fund balance</b>	8,322,558	9,650,238	401,388	0	0	0	0	7,292,032	(671,754)	9,942,787
If the final ending fund balance reported above does not agree with the submitted FY 2024 AFR, revise the AFR and resubmit to ADE.										
2. <b>FY 2025 activity, year-to-date and estimated through June 30</b>										
(a) FY 2025 revenues and other financing sources	54,031,651	5,105,857	160,000	0	0	0	0	7,059,215	12,368,591	4,852,475
(b) FY 2025 expenditures and other financing uses	58,500,000	5,750,000	333,841	0	0	0	0	4,002,801	11,696,837	5,843,277
3. <b>Estimated FY 2025 ending fund balance</b>	3,854,209	9,006,095	227,547	0	0	0	0	10,348,446	0	8,951,985
(a) Nonspendable	0	0	0	0	0	0	0	0	0	0
(b) Restricted	0	0	0	0	0	0	0	0	0	0
(c) Committed	0	0	0	0	0	0	0	0	0	0
(d) Assigned	0	0	0	0	0	0	0	10,348,446	0	0
(e) Unassigned	3,854,209	9,006,095	227,547	0	0	0	0	0	0	8,951,985
(f) Total (amount must agree to line 3 above)	3,854,209	9,006,095	227,547	0	0	0	0	10,348,446	0	8,951,985
4. <b>FY 2025 estimated ending fund balance details and planned uses</b>										
(a) Fund deficit	0	0	0	0	0	0	0	0	0	0
(b) Fund balance exceeding budget capacity in budget controlled funds	0	0		0				0	0	
(c) Planned to be spent in FY 2026	1,171,213	6,314,982	0	0	0	0	0	0	0	0
(d) Maintained for spending after FY 2026	2,682,996	2,691,113	227,547	0	0	0	0	10,348,446	0	8,951,985
(e) Total (amount must agree to line 3 above)	3,854,209	9,006,095	227,547	0	0	0	0	10,348,446	0	8,951,985

**Data entry sheet**

FY 2026 Legislative amounts	
Base Level Amount (A.R.S. §15-901, as amended by Laws 2024, Ch. 218, §10)	\$ 5,013,000
State Support Level and Base Mile (A.R.S. §15-945, as amended by Laws 2024, Ch. 218, §11) of index or cost OR more than 1.0 mile	\$ 2,075
More than 0.5 mile through 1.0 mile	\$ 2,842
Qualifying Tax Base for elementary or secondary (CTEDs use 0.05) (February 14, 2025, H.B.C/TNT use memorandum)	\$ 1,950
Classroom Size Fund allocation (March 28, 2025, H.B.C/ CSF estimate memorandum)	\$ 852,000

**District Information**

SBA/CTF Item Breakdown	
Student Information System (SIS) Vendor	Future Systems
Accounting Information System	Edmentum
Bookstore Cash Receipting System	N/A
LCU Fund Type	General

**Unweighted student count**

All districts must complete lines 1 through 6 below.  
 Prior year ADM amounts (lines 1 and 2) are used to calculate district additional assistance (DAA), including DAA growth factor if applicable, in accordance with A.R.S. §15-901. Estimated current year ADM (lines 1 through 6) is used to calculate the Group A weighted student count included in the Base Support Level calculation on the BSAS5 tab, page 2.

Prior Year ADM (A.R.S. §15-901 and 15-945)	PSID	R-0	0-12	Total
1. FY 2024 160ths Day ADM	44,2970	4,392,134	2,200,9412	6,593,046
2. FY 2025 160ths Day ADM				
3. FY 2026 Estimated new K-60 student count	44,2970	4,352,931	1,785,5746	6,138,507
4. FY 2026 Estimated K-60 full-time student count		402,700	281,0484	683,748
5. FY 2026 Estimated K-60 part-time student count		0.0000	10,2092	10,209
6. Total FY 2026 estimated student count	44,2970	4,392,934	2,000,9412	6,593,046

Check box for Type 01 district

**Student count by category**

Student counts used to calculate the Group B weighted add-on count total in calculating the Base Support Level.

	New ADM Student Count	ATH Full Time Student Count	IF/IFP Full Time Student Count
7. ELI	311,7668	10,1040	0.0000
8. K-6	1,729,0708	0.0000	0.0000
9. K-1 (Residual)	1,797,9296	0.0000	0.0000
10. K-12	17,4718	4,7596	0.0000
11. MR-B, A-B, and MR-B	79,6463	1,6111	0.0000
12. MR-C, A-C, and MR-C	176,6776	0.0000	0.0000
13. MR-D	4,9000	0.0000	0.0000
14. MR-E	3,2800	0.0000	0.0000
15. MR-F	3,0000	0.0000	0.0000
16. P-SL	11,5490	0.0000	0.0000
17. ED, ED, MRD, SL2, SL1, and OBI	973,5670	27,4214	0.0000
18. ED-E	17,9621	0.0000	0.0000
19. MR-D	28,5600	0.0000	0.0000
20. N1	4,7940	0.0000	0.0000
21. N2	15,1470	0.0000	0.0000
22. G	59,8412	44,1183	0.0000
23. Total Add-on Count (lines 7 through 23)	10,848,247	796,1384	4,7200

**Adjustments to base support level/revenue control limit (A.R.S. §15-944E)**

- Check box(es) if the district's schools are designated as small isolated by the State Board of Education (A.R.S. §15-901)
- Check box if the district has been approved to provide at least 200 days of instruction by ADE (A.R.S. §15-902.04)
- Adjusted FY 2024 Base Level Amount 

5,013,000
-----------
- Actual Teacher Experience Index (TEI) from FY 2023 Teacher Experience Report of actual TEI is less than 1,0000 use 1,0000 (A.R.S. Section 15-944E) 

0.000
-------
- FY 2024 actual non-federal credit expenditures from all funds (A.R.S. Section 15-914.F) 

518,000.00
------------
- FY 2024 actual federal credit expenditures from all funds (line 5 plus line 6) 

518,000.00
------------

**Transportation (A.R.S. §15-816.01, 15-945, and 15-946)**

- FY 2025 Annual Daily Bus Mile 

5,372.90
----------
- Number of Eligible Students Transported in FY 2025 

1,013,627
-----------
- FY 2025 Annual Expenditure for Bus Passes 

50,000
--------
- FY 2025 Annual Expenditure for Bus Passes 

50,000
--------
- Annual Bus Mile Travelled in Bus 2025 to Transport Pupils w/ Disabilities for Enriched School Year 

0.00
------
- Enriched Bus Mile Travelled in Bus 2025 to Transport Pupils w/ Disabilities for Enriched School Year 

1,190.00
----------

**Other information**

- Capital transportation adjustment (A.R.S. §15-963.B)
 

PSID	
R-0	
0-12	
- Adjustment for excess instructional time calculated by ADE (A.R.S. §15-901.08, leave blank for budget adjustment)
- Comprehension/fluency increase for transportation costs incurred in first year (A.R.S. §15-911.01 and 15-912.01)
- CTED 7th Grade Funding Adjustment (A.R.S. §15-910.03) (leave blank for budget adjustment)
- CTED Continuation 7th Grade Funding Adjustment (A.R.S. §15-910.03) (leave blank for budget adjustment)
- Other BSL Adjustment 1
- Other BSL Adjustment 2
- Assessed property valuations
 

2025 Primary and assessed valuation (AV)	9039,417,700
2025 Primary and assessed valuation (AV)	
2025 All Other Property (APP) valuations	8500,000
2025 Government Property Lease Income Tax assessed valuation	500,000

**Budget balance carryover (A.R.S. §15-943.04)**

- Disbursements to the General Fund from FY 2025 BSL/BUS, leave blank for budget adjustment
- FY 2025 MBO Fund actual expenditures (from FY 2025 APR, amount will be estimated for budget adjustment) 

550,000,000.00
----------------
- FY 2025 MBO Fund actual expenditures (if any) less:
 

Special Program Oversight	50.00
Dissemination (A.R.S. §15-910)	50.00
Elementary assessment results	162,400.00
Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-101.01)	50.00
Performance pay (A.R.S. §15-200)	40,000
- Budget Balance Carryover and transferred to the School Finance Fund (if any) 

50.00
-------

**District receiving Federal Impact Aid Revenues (A.R.S. §15-903.R)**

- FY 2026 Impact Aid revenue
- District Aid revenue determined in FY 2026 to the Impact Aid Revenue Board Data Service Fund for principal and interest payments
- Impact Aid revenue transferred in FY 2026 to the MBO Fund to provide cash for the TRC 75th anniversary
- Impact Aid revenue transferred in FY 2026 to the MBO Fund to provide cash for the TRC 75th anniversary
- FY 2025 Impact Aid cash balance in the Impact Aid Fund

**Districts operating under the provision of the small school adjustment (A.R.S. §15-949)**

- Check box if the district previously operated under a small school adjustment and an impact qualifier based on current year ADM. The phase down limit for an override election pursuant to A.R.S. §15-481 is shown in the appropriate section of the Calculation page. If this box is checked, the district must complete line 23 below.

- Enter the fiscal year that the district elected the defensible student count for the first time (A.R.S. §15-949.C.1) 

FY
----
- FY fiscal district that qualified for a phase down limit for K-6 or 9-12, but not both, years 0/0, 0/1 or the BSL attributable to the nonqualifying K-6 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a) 

--

**Districts receiving BSL adjustment due to tuition loss (A.R.S. §15-954 and 15-962.01)**

- Only complete this section if the district receives less revenue from a district which is inside or outside of this state because the district of residence began to offer instruction in one or more high school grade levels not previously offered.
- Enter the fiscal year before the other district began to offer instruction 

FY
----
- Enter year attending ADM grade 9-12 

--
- Number of in-state students lost in the year after the base year due to district of residence offering instruction in grade 9-12 

--
- Additional students
- Number received in base year 

--
- Number received in first year after base year 

--
- Check box if the district lost student count resulting from the formation of a joint unified school district pursuant to A.R.S. §15-440 

--
- Additional number of in-state students lost in the second year after the base year (Type 01 districts only) 

--
- Additional number of in-state students lost in the third year after the base year (Type 01 districts only) 

--

**Type 01 district information**

- Enter district student count transported by district of residence to district of attendance (A.R.S. §15-961.D) 

--

**Accommodation district (TYPE 01) information (A.R.S. §15-974)**

- Check box if the district offers instruction in grades 9-12. **Accommodation districts only.** Only accommodation districts with a student count of more than 125 in grades K-8 or accommodation districts that offer instruction in grades 9-12 and have a student count of more than 100 in grade 9-12 should complete lines 2 through 4.
- Attendance & Demographics (MBO) Fund FY 2025 ending cash balance 

--
- 10% of the FY 2024 BCL calculated using the District 2025 ADM 

--
- 10% of the FY 2024 BCL calculated pursuant to A.R.S. Section 15-482.B 

--



**Kingman Unified School District**  
**Basic Calculations For Equalization Existence**

Group Name	New ADM			ADM FY			ADM FY		
	ADM	ADM	ADM	ADM	ADM	ADM	Weighted ADM	Weighted ADM	Weighted ADM
Group A - ADM	48,700	48,700	48,700	48,700	48,700	48,700	48,700	48,700	48,700
Group B - ADM	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Group C - ADM	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total of Weighted ADM</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>

**Kingman Unified School District**  
**Basic Calculations For Equalization Existence**

Calculation For Revenue Level	New ADM			ADM FY			ADM FY		
	ADM	ADM	ADM	ADM	ADM	ADM	Weighted ADM	Weighted ADM	Weighted ADM
Revenue Level	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700
Group A - Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Group B - Revenue	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700
Group C - Revenue	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>Total of Revenue</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>

**Kingman Unified School District**  
**Basic Calculations For Equalization Existence**

Calculation For Revenue Support Level	New ADM			ADM FY			ADM FY		
	ADM	ADM	ADM	ADM	ADM	ADM	Weighted ADM	Weighted ADM	Weighted ADM
Revenue Support Level	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700	1,588,700
Group A - Support	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Group B - Support	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700
Group C - Support	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>Total of Support</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>

**Kingman Unified School District**  
**Basic Calculations For Equalization Existence**

Revenue Source	New ADM			ADM FY			ADM FY		
	ADM	ADM	ADM	ADM	ADM	ADM	Weighted ADM	Weighted ADM	Weighted ADM
Property Taxes	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
State Funds	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700
Federal Funds	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>Total Revenue</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>

**Kingman Unified School District**  
**Basic Calculations For Equalization Existence**

Fundation Data	New ADM			ADM FY			ADM FY		
	ADM	ADM	ADM	ADM	ADM	ADM	Weighted ADM	Weighted ADM	Weighted ADM
Property Taxes	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
State Funds	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700	488,700
Federal Funds	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>Total Fundation</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>	<b>1,588,700</b>









## 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. Classroom's Teacher Certification Program (TCP) is nationally accredited by the Association for Advancing Quality in Educator Preparation (AAQEP) and approved by the Arizona Department of Education.

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 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

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## Memorandum

**To:** KUSD Governing Board  
Dr. Gretchen Dorner, Superintendent

**From:** Dr. Wendy Reisinger, Executive Director of Human Resources

**RE:** Proposed reclassifications of District Office positions

### FOR AGENDA

- Possible action to approve the recommendation to reclassify the Student Information Specialist positions to Classified Coordinator and reclassify current incumbents, Victoria Edwards and Jesse Grimm, effective July 1, 2025, and authorize staff to issue revised at-will notices commensurate with the reclassification

### FOR PACKET

Staff are bringing forward proposals to reclassify the following job classifications based out of the District Office. The proposed changes are need-driven. Natural attrition and reductions in force have resulted in the redistribution of work and higher-level responsibilities being assigned to the incumbents in these classifications.

- Proposal to reclassify two Student Information Specialist positions to Classified Coordinator, which would move the positions from School Support 5 (currently \$17.30 per hour) to School Support 8 (currently \$18.90 per hour).
  - The Student Information Specialists work across the District, providing guidance and direction to school-based staff responsible for student accounting and registration functions. These individuals report directly to the Executive Director of Business & Finance and have significant autonomy and responsibility for helping to ensure the student information systems across the District are consistently and regularly being followed at the school level. The work performed by these individuals directly affects the financial audits and revenue of the District.

Staff recommends approval of the aforementioned reclassifications and the reclassifications of current incumbents, effective July 1, 2024. Staff further recommends the Governing Board authorize staff to issue Victoria Edwards and Jesse Grimm revised at-will notices of employment for FY 2025-26, commensurate with the changes in school support levels.

## Memorandum

**To:** KUSD Governing Board  
Dr. Gretchen Dorner, Superintendent

**From:** Dr. Wendy Reisinger, Executive Director Human Resources

**RE:** Addition of Support level for Classified District Coordinators

### FOR AGENDA

- Possible action to approve additional compensation level for School Support 9 - \$21.00/hr. for FY 2025-26

### FOR PACKET

- Staff have engaged in analyzing wage and salary data from comparable school districts and other sources to update placement wages and ranges to be competitive in the marketplace for the work of district coordinators. Many similar positions pay 10 – 20% higher wages than our current \$18.90/hr for the work done by the coordinators. A recent example is a HR Analyst position with the City of Kingman which listed the starting pay rate of \$27.51 - \$32.09/hr. The culmination of this work is reflected in the request to move the district level coordinators to School Support 9 at a rate of \$21/hr.

Staff recommends the Governing Board approve the move of classified coordinators to the classification of district coordinators at the level of School Support 9 and adjusting the pay rate of the corresponding positions retroactive to July 1<sup>st</sup>, 2025.