

### **3-100 Fiscal Management**

#### **© 3-101 Budget Adoption**

The Superintendent shall prepare and present an annual budget in the format prescribed by the Auditor General and the Arizona Department of Education. The Governing Board shall provide notice and conduct a public hearing to review a proposed annual budget prior to any requisite submission deadline.

In accordance with [A.R.S. § 15-905.01](#), the District must hold a truth in taxation hearing on or before the adoption of the expenditure budget if the District budgets an amount that is higher than the truth in taxation base limit, levies any amount for adjacent ways pursuant to [A.R.S. § 15-995](#), or levies any amount for liabilities in excess of the budget pursuant to [A.R.S. § 15-907](#).

If a truth-in-taxation notice and hearing is required under state law, the Board may combine the budget notice and hearing with the truth-in-taxation notice and hearing. Upon conclusion of any required public hearing, the Board shall adopt the budget.

The Board shall hold a public hearing prior to correcting any budget errors and resubmitting the revised budget.

The Board may authorize the District administration to exceed fund subsections within the maintenance and operation section of the adopted budget by action taken at a public meeting of the Board and if the expenditures for all subsections do not exceed the amount budgeted in accordance with [A.R.S. § 15-905](#).

Adopted:

Legal Authority:

[A.R.S. § 15-342](#)

[A.R.S. § 15-903](#)

[A.R.S. § 15-905](#)

[A.R.S. § 15-905.01](#)

[A.R.S. § 15-907](#)

[A.R.S. § 15-910](#)

[A.R.S. § 15-915](#)

[A.R.S. § 15-995](#)

## Budget Adoption

### © 3-101.A Procedure - Budget Adoption - Preparation

The Superintendent shall be responsible for the preparation and presentation of an annual expenditure budget to the Arizona Department of Education (ADE). Staff shall use the forms and instructions published on the Auditor General's website for the relevant fiscal year.

If the District is eligible for desegregation funding, staff shall prepare and submit desegregation budget forms as instructed by the Auditor General's office.

Principals shall assist with site-based budget preparation as directed.

#### Requisite Timelines

The District shall annually prepare a proposed budget no later than July 5, or the publication date of the notice of public hearing and Board meeting to adopt the budget if earlier. The proposed budget must be furnished to the Superintendent of Public Instruction and to the County School Superintendent (unless waived).

The District must adopt a budget no later than July 15 and electronically upload via the Common Logon to the Superintendent of Public Instruction no later than July 18.

If the District is notified by ADE that the adopted budget is in excess of the General Budget Limit (GBL) or Unrestricted Capital Budget Limit (UCBL) by one percent (1%) or more of its GBL, the adopted budget must be revised on or before December 15 so as not to exceed the GBL or UCBL.

If the District is notified by ADE that the adopted budget is in excess of the GBL or UCBL by less than one percent (1%) of its GBL, the District is not required to prepare a December 15 revision, but must adjust the current year budget before May 15.

The District must have final revisions completed and approved at a Board meeting before May 15.

## Budget Adoption

### © 3-101.B Procedure - Budget Adoption - Access and Publishing Requirements

#### A. Access

The District shall submit, publish and maintain records of the annual budget as required by the Uniform System of Financial Records (USFR) and/or state law.

The District shall post a link on its website to the Arizona Department of Education's (ADE) website where the District's budget documents may be viewed. The District must also email to the School Finance Budget Team (SFBudgetTeam@azed.gov) an active and accurate hyperlink to the District's web page where the link to the adopted budget was placed.

In accordance with [A.R.S. § 15-903.E.](#), the District must prominently post average teacher salary information on its website separately from their budget.

#### B. Publishing Requirements

The District shall post, publish, or mail a copy of the proposed budget or summary and a notice of the public hearing and Board meeting to adopt the budget no later than ten (10) calendar days prior to the meeting to adopt the budget. The District may select from one of the following methods to meet its requirement to publish:

1. Posting to ADE's website—If the District has a website it must 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 Common Logon to ADE for posting on ADE's website.
2. Publishing in a newspaper—Print the proposed budget or summary and hearing notification in at least 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) calendar days of the publication. To meet this requirement, the District should scan and email 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) calendar days of mailing. To meet this requirement, the District should scan and email the affidavit to [SFBudgetTeam@azed.gov](mailto:SFBudgetTeam@azed.gov).

#### C. Amended Budgets

For required December 15 revisions, the District must publish a notice of a public hearing and Board meeting to revise the budget no later than ten (10) calendar days prior to the meeting. The District may use any of the three (3) publishing methods described above.

For required May 15 revisions, the District should post the standard 24-hour advance notice of the Board meeting and hold a public hearing.

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### **3-100 Fiscal Management**

#### **© 3-101.01 Fund Balance**

[FAQs—School Districts | Auditor General \(azauditor.gov\)\]](#)

The Governing Board seeks to provide financial stability for students, staff, taxpayers, and bond rating agencies. The District shall maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls, declining student enrollment, and unanticipated expenditures) and to ensure stable tax rates.

The Superintendent, in consultation with District auditors, is delegated authority to assign fund balances in alignment with the standards set by Governmental Accounting Standards Board (GASB) Statement No. 54 and in compliance with guidance established by the Arizona Auditor General.

#### **Definitions**

“Nonspendable fund balance” means funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, and non-financial assets held for resale.

“Restricted fund balance” means funds that have legally enforceable constraints placed on their use that are externally imposed by resource providers or creditors (such as

through debt covenants), grantors, contributors, or voters, or are imposed by applicable laws or regulations. This category is used to describe the portion of fund balance that reflects resources that are subject to externally enforceable legal restrictions.

“Committed fund balance” means unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the Board and that remain binding unless removed by the Board by subsequent formal action. The formal action to commit a fund balance should occur prior to fiscal year-end; however, the specific amounts actually committed can be determined in the subsequent fiscal year.

“Assigned fund balance” means unrestricted funds constrained by the District’s intent that the funds be used for specific purposes but that do not meet the criteria to be classified as restricted or committed funds. The assigned fund balance category will cover the portion of a fund balance that is not restricted or committed and that reflects the District’s intended use of those resources. When it is appropriate for fund balance(s) to be assigned, the Governing Board delegates this authority to the Superintendent and/or the Assistant Superintendent of Business Services [or insert alternative title].

“Unassigned fund balance” means the residual amounts in a District fund that are not reported in any other classification.

Subject to the final budget revision process, the District shall strive to maintain a fund balance of between 5% and 10% of total unrestricted, unassigned operating expenditures. The fund balance subject to this target is comprised of the unassigned fund balance(s) in the following funds: [list unrestricted funds such as M&O fund, capital fund – districts may wish to exclude funds that are restricted such as debt service or bond building funds].

### Replenishment

If the fund balance falls below the level listed or targeted above, the District will seek to replenish its fund balances within 3 fiscal years.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible).

### Board Review

The presentation of the adopted budget and each budget revision shall include details surrounding total fund balance(s) and any funds marked for contingencies. This requirement shall include an estimate of the end-of-the year fund balances to be carried forward to the ensuing year as a beginning fund balance(s).

The Board may review the budgeted contingencies and proposed carry forward in any fund balance(s) as part of the budget development process to determine if modifications are prudent in view of uncertainties in current and future revenues and expenses.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions

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### **3-100 Fiscal Management**

#### **© 3-102 Revenue**

The Governing Board may establish bank accounts as permitted by statute and the Uniform Systems of Financial Records (USFR). All other funds shall be deposited directly with the County Treasurer or deposited into designated trust accounts as permitted by law.

Monies received from any source shall be accounted for and deposited as permitted by state law and the USFR. Staff shall follow all applicable requirements for the proper collection, supervision, disbursement, record keeping and/or remittance of any funds received.

The Board will annually consider and vote on a resolution to the County Treasurer to authorize investments for the following fiscal year.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-1024](#)

[A.R.S. § 15-1025](#)

[A.R.S. § 15-1101](#)

[A.R.S. § 15-1102](#)

[A.R.S. § 15-1105](#)

[A.R.S. § 15-1121](#) *et seq.*

[A.R.S. § 15-1141](#) *et seq.*

[A.R.S. § 15-1221](#) *et seq.*

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## Revenue

### © 3-102.A Procedure - Revenue - Accounting of Revenue

The District shall deposit all revenues received with the County Treasurer at least monthly, except student activities and auxiliary operations monies maintained in accordance with [A.R.S. §§ 15-1122](#) and [15-1126](#), grants and gifts to teachers maintained in accordance with [A.R.S. § 15-1224](#), employee insurance program monies maintained in accordance with [A.R.S. § 15-1223](#), and extracurricular activities fees tax credit monies if deposited in an auxiliary operations bank account. [A.R.S. § 15-341\(A\)\(19\)](#) and (20).

Staff shall follow all requirements with respect to the proper collection, supervision, disbursement, recording keeping and/or remittance of any funds received as established in the Uniform System for Financial Records (USFR). Any staff with responsibility for handling cash accounts or depositing funds shall adhere to all security control requirements established by the District.

The District shall adhere to the accounting requirements for the accounting of revenue as issued in the USFR, § VI-F.

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**Revenue**

**© 3-102.B Procedure - Revenue - Investments**

The Superintendent shall ensure that a Governing Board agenda item is created in June of each fiscal year (prior to the next fiscal year) to approve a resolution authorizing the County Treasurer regarding investments for the ensuing year.

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## Revenue

### © 3-102.C Procedure - Revenue - Bank Accounts

#### A. Bank Accounts

The Governing Board has authorized bank accounts as permitted by state law and as designated in the Uniform System of Financial Records (USFR), § VI-C. The District shall maintain a current list of employees who are authorized to have access to each account. The District shall follow guidance in the USFR regarding access, use and accounting procedures for each operating bank account. The bank accounts shall be established in the legal name of the District. Inactive bank accounts will be closed promptly.

#### B. Deposits

The District may use mobile bank deposits. The District shall maintain effective controls to ensure all monies are deposited, deposited checks are held securely for an appropriate time and then destroyed, and evidence of deposits are retained. The District shall establish controls over deposits, including but not limited to:

1. stamp or otherwise endorse the original check before scanning and depositing;
2. limit access to mobile banking only to authorized personnel and to the extent possible, only for deposits;
3. properly log off of the banking website when mobile deposits are completed;
4. mark the check to indicate that it has been deposited to prevent duplicate deposits;
5. securely store the deposited checks in a locked safe or other locked area such as a filing cabinet for an appropriate period, depending on the bank's requirements and the District's policies or procedures.
6. Maintain a log or journal of the checks deposited;
7. Keep the deposit receipt, if provided, and any deposit notification emails or reports that may follow to support the deposit;
8. review bank reconciliations to detect any inappropriate use of the online access established to make deposits, such as transfers to other accounts or online payments initiated from any account other than the electronic payments clearing bank account;
9. maintain deposited checks until the applicable bank account is reconciled and any discrepancies have been resolved;
10. destroy deposited checks after reconciliation by shredding them after holding them for the appropriate length of time from deposit; and

11. involve two (2) employees in the shredding of deposited checks and record the deposited checks' destruction in the log or journal of processed deposits.

C. Reconciliation

A bank reconciliation shall be prepared monthly for each bank account and evidence of the reconciliation shall be documented and retained. An employee who is not responsible for handling cash or for issuing checks should prepare the bank reconciliation. If the employee preparing bank reconciliations must also be involved in handling cash or issuing checks, the employee's supervisor or another administrator must review and approve the reconciliations, and evidence of the review shall be documented and retained.

D. Bank Fees

The District is authorized to pay bank fees from the following accounts:

1. Maintenance and Operation Fund revolving bank account;
2. Food Service Fund revolving bank account;
3. Auxiliary Operations Fund bank account; and
4. Auxiliary Operations Fund revolving bank account.

The District shall require that bank fees associated with any other bank account be charged directly to one of the authorized accounts listed above. If that is not possible, the District shall reimburse the fees from an appropriate fund or authorized bank account.

E. Signators

The Board shall authorize two signators and custodians for each bank account. A list of authorized check signers designated by the Board for each bank account shall be kept current. Persons authorized to access a bank account will be bonded if required by law.

## Revenue

### © 3-102.D Procedure - Revenue - Cash Control

The term "cash" includes currency on hand, such as petty cash funds and cash receipts not yet deposited; negotiable instruments, such as drafts, checks, warrants, and money orders; and balances on deposit with financial institutions such as commercial banks and county treasurers.

#### A. Internal Controls

The purpose of this Procedure is to establish and maintain effective internal controls to safeguard cash, prevent loss or misuse, provide prompt and intact depositing, and ensure accurate recording.

The District shall adhere to the following internal control procedures:

1. Cash-handling and recordkeeping functions should be separated among employees to safeguard cash. Whenever cash is involved, it is recommended that two people share the job of recording, counting, and verifying each other's amounts.
2. Cash received by the District should be promptly recorded and accurately classified in accordance with the Uniform System of Financial Records (USFR) Chart of Accounts, Section III.
3. Employees handling significant amounts of cash should be adequately bonded if statutorily required.
4. Evidence of receipt should be prepared for each cash payment received. For example, sequentially numbered transactions generated by a computer system or cash register or prenumbered and numerically controlled handwritten cash receipt forms may be used.
5. In all locations where cash is received, it should be immediately safeguarded in a locked cash drawer or cash register. Cash not being deposited the same day as received should be secured in a safe or locked cabinet while awaiting deposit.
6. Access to cash should be limited to only those employees who require access. All safe combinations and keys to cash boxes or files must be restricted to only an essential number of employees.
7. All District monies on deposit with financial institutions must be covered by insurance or collateralization agreements.
8. Checks, warrants, drafts, and money orders should be restrictively endorsed "for deposit only" to the credit of the District immediately upon receipt.
9. Cash received should be deposited daily. In no event shall District personnel hold cash for more than one work week without depositing the cash.

10. Evidence of deposits received from financial institutions should be retained for all deposits, such as a deposit posting report from the county treasurer, validated deposit slip or treasurer's receipt.
11. Disbursements from authorized bank accounts should be made with sequentially numbered checks or electronic fund transfers from eligible bank accounts. Each check should have a dollar limit and be marked "void after six (6) months" to reduce loss exposure and ensure prompt cashing by the payee.
12. Checks should be properly completed before issuance and should not be made payable to cash or bearer. Voided checks should be so marked to prevent reuse and retained and made available to the employee performing bank account reconciliations.
13. Unused checks and check stock should be physically safeguarded and access to them limited to authorized personnel who are not check signers.
14. If electronic signatures or signature stamps are used to sign checks, they should be safeguarded and access to them limited to only the employees whose signature they represent.

B. Petty Cash Accounts

Petty cash accounts for minor disbursements may be established by warrants drawn on the Maintenance and Operation (M&O) Fund or checks drawn on the M&O Fund revolving bank account. The petty cash accounts must be authorized by the Governing Board and maintained on an imprest basis where the total petty cash on hand plus any petty cash withdrawal requests equals the authorized amount at all times.

Petty cash accounts may be used for minor disbursements when checks are not practical or immediate cash payments are required. One employee shall be designated the petty cash account custodian for each petty cash account. The account custodian should ensure that cash is safeguarded in a locked cabinet or safe. Access to petty cash should be limited to the account custodian and the custodian's supervisor.

The petty cash accounts should be closed at fiscal year-end and the cash returned to the M&O Fund or revolving bank account as applicable.

**Revenue**

**© 3-102.E Procedure - Revenue - Student Activities**

Pursuant to [A.R.S. § 15-1122](#) *et seq.*, the Governing Board shall appoint a student activities treasurer and assistant treasurer (if applicable). The Board shall approve student clubs and organizations' fund raising events and shall receive monthly student activities fund reports of cash receipts, disbursements, transfers and cash balances.

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### **3-100 Fiscal Management**

#### **© 3-103 Expenses and Payroll**

All expenditures must be approved by the Governing Board.

##### Payroll

The Board shall annually set the salaries and benefits of employees for the succeeding year. The District shall designate two or more days each month, not more than sixteen days apart, to pay wages to employees. The District shall provide employees with a total compensation statement as required by A.R.S. § 15-341(45).

The Board shall authorize deductions as required by state and federal law.

Employees may elect deductions as permitted in state and federal law and may annualize their salaries or be paid in full on the last pay day of the contract period. The Superintendent shall establish procedures to ensure employees are compensated appropriately and in a timely manner.

Supervisors must provide advance written approval for any overtime assignments.

##### Warrants and Vouchers

The Board shall submit a voucher for a District expense or salary to the County School Superintendent for payment, if applicable. The warrants issued by the County School Superintendent shall be counted against District funds. If the District warrant causes the District's funds to be over expended, the County School Superintendent shall make a written report of the over expenditure to the Arizona Department of Education.

A signed voucher for payment of an expense or salary may be submitted between Board meetings if the Board has passed a resolution allowing such submission and if the voucher is ratified by the Board at its next regular or special meeting.

##### Encumbrances

Pursuant to [A.R.S. § 15-906](#), a district that is not participating in the Accounting Responsibility Program that have liabilities payable for levy funds as of June 30 must complete the advice of encumbrance form and submit it to the County School Superintendent by July 18. The advice of encumbrance should be prepared from the listing of liabilities for levy funds required by [A.R.S. § 15-906\(A\)](#) for goods or services received on or before June 30 that are unpaid at June 30. The amounts from the listing should be reported on the advice of encumbrance by fund and program. Accounting Responsibility Program districts must adhere to the duties disclosed in [A.R.S. § 15-304](#) regarding the drawing of warrants.

Payments of these lapsed obligations shall be made within sixty days following the close of the fiscal year.

District warrants not presented for payment within one year after the date of issuance are void and shall have no further force or effect.

Credit Cards

The Board authorizes use of credit cards or purchasing cards. The Superintendent shall establish internal controls regarding the use of credit cards.

Adopted:

Legal Authority:

[A.R.S. § 15-121](#)

[A.R.S. § 15-135](#)

[A.R.S. § 15-304](#)

[A.R.S. § 15-321](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-503](#)

[A.R.S. § 15-906](#)

[A.R.S. § 23-351](#)

[A.R.S. § 23-352](#)

[A.R.S. § 23-353](#)

[A.R.S. § 38-624](#)

[A.R.S. § 43-401](#)

[26 U.S.C. §§ 401, -403 and -457](#)

[29 U.S.C. § 201 et seq.](#)

[Ariz. Admin Code R7-2-803](#)

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## Expenses and Payroll

### © 3-103.A Procedure - Expenses and Payroll - Payroll Elections and Deductions

#### A. Payroll

The District shall permit employees' salary elections and deductions consistent with Arizona law and the Uniform System of Financial Records (USFR). Federal and state income taxes, social security and employee contributions to the Arizona State Retirement System shall be deducted as required by Arizona and federal law. Any other payroll deductions must be authorized by the Board, employee or a court of competent jurisdiction.

The Superintendent shall ensure that staff are paid accurately and timely consistent with Arizona law.

Employees who annualize their salaries shall make a written election of deferral of salary payments in their contract or be subject to possible federal tax penalties. Any discharged employee shall be paid all wages due within seven (7) working days or the end of the next regular pay period, whichever is sooner. An employee who resigns from the District shall be paid in the usual manner all wages due no later than the regular pay day for the pay period in which the termination occurs. Employees may request payment by mail.

#### B. Deductions

The District may permit deductions as established under state and federal law as follows:

1. direct deposits of net payroll to employee-designated banks and credit unions;
2. insurance premiums for employees and their families covered by Board-approved benefit programs;
3. deferred compensation plan contribution elected by employee and approved by the Board;
4. professional dues;
5. qualified charitable contributions; and
6. qualified tax credit contributions.

**Expenses and Payroll**

**© 3-103.B Procedure - Expenses and Payroll - Reimbursements**

The Superintendent may authorize staff to submit for reimbursement for travel expenditures or other pre-approved expenditures. The District shall meet all guidelines established in the Uniform System of Financial Records (USFR) with respect to reimbursement for expenditures, including the Arizona Department of Administration's (ADOA) travel policy and the State of Arizona Accounting Manual (SAAM).

The District shall implement adequate internal controls in compliance with the above referenced standards. All employee and Governing Board member travel shall be approved in advance.

Reimbursement shall be at applicable rates and thresholds established by ADOA and as permitted by SAAM. Travel claims shall be submitted in a timely manner and in the proper fiscal year.

Staff and Board members must submit a request for reimbursement at the allowable daily rate as defined by ADOA.

Certain reimbursements may be taxable. The employee or Board member shall be responsible for any tax consequence or liability.

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## **Expenses and Payroll**

### **© 3-103.C Procedure - Expenses and Payroll - Expenditures**

The District shall comply with the Uniform System of Financial Records (USFR) and statutory requirements to maintain effective internal control over expenditures.

#### **A. Accounts**

The District shall separate the responsibilities of expenditure processing (voucher preparation, record keeping, and authorization) among employees to the extent possible.

The District shall not authorize expenditures from budget-controlled funds such as the maintenance and operation fund, unrestricted capital outlay, adjacent ways, classroom site funds, or federal and state grant funds in excess of the adopted budgets, except for expenditures authorized by the County Board of Supervisors.

The District shall not authorize expenditures from cash controlled funds unless sufficient cash is available in the funds unless otherwise expressly permitted by statute.

#### **B. Purchase Orders**

Staff shall prepare sequentially numbered purchase orders that are approved by an authorized District employee for all District expenditures before the goods or services are ordered, except for exempted items such as salaries and related costs, utilities, and in-state travel, when a written contract is prepared, or if an emergency purchase is required.

Blanket purchase orders may be used for purchases of a recurring nature from the same vendor within a specified time frame, such as maintenance supplies and food service items. Blanket purchase orders should state a definite time period that the purchase order is in effect and a specific dollar limit. Invoice amounts paid against a blanket purchase order should be deducted from the total limit to determine the remaining unexpended balance. Staff will periodically review open blanket purchase orders and close purchase orders outstanding for more than the specified time period. All blanket purchase orders should be closed with the vendor at year end.

#### **C. Receiving Reports**

The District shall prepare receiving reports for all goods and services received except exempted items. The date of receipt, quantity received, and signature of the recipient should be included on the receiving report.

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## **Expenses and Payroll**

### **© 3-103.D Procedure - Expenses and Payroll - Credit Card**

The District may authorize the use of credit cards or purchasing cards (p-cards). If the District authorizes, it shall comply with the Uniform System of Financial Records (USFR) and statutory requirements regarding use of credit cards or p-cards. The District shall procure a vendor for use of the credit card program as required.

The District shall implement effective internal controls to help reduce the risk of unapproved or fraudulent transactions. These controls may include:

1. Authorizing an employee to oversee the issuance and use of cards;
2. Outlining the purposes for which the cards may be used;
3. Adopting specific guidelines regarding which employees should be issued cards and the specific restrictions and limits that should be placed on individual cards, including the maximum single transaction amount and monthly purchase limits;
4. Creating requirements for canceling or inactivating a card;
5. Addressing how to handle disputed charges;
6. Establishing a designated employee to coordinate card accountability for each school site or department that uses the cards;
7. Prohibiting card users from splitting purchases into smaller transactions;
8. Accounting for the physical security of cards and maintaining records to track cards;
9. Canceling inactive or lost cards;
10. Signing out of cards if appropriate;
11. Training card users and staff who process purchases; and
12. Use of a card user agreement that authorizes withholding of wages in the event of misuse and outlines other consequences.

The internal control procedures established for card usage shall be designed to ensure purchases are properly authorized, for an appropriate District purpose, within budget for budget-controlled funds or available cash balance for cash-controlled funds, and made in accordance with procurement requirements.

## Expenses and Payroll

### © 3-103.E Procedure - Expenses and Payroll - Overtime Compensation

#### A. Requirement for Prior Written Approval of Overtime Assignments:

Supervisors shall schedule workloads to keep overtime to a minimum. Overtime work shall not be encouraged or performed unless absolutely necessary.

Before an employee undertakes an overtime assignment, the employee must have the prior written authorization of the employee's immediate supervisor. Except in actual emergencies that threaten health, safety, or property, the supervisor, building principal, or other person requesting the overtime also must obtain approval for the overtime from the District's business manager or the Superintendent before the work is performed.

#### B. Work Week Designation

Each work week will be from 12:01 a.m. Monday until midnight Sunday.

#### C. Nonapplicability to Exempt Employees

This Procedure does not apply to employees who are exempt from coverage under the Fair Labor Standards Act.

#### D. Overtime Compensation

If the District requests that a non-exempt employee covered by the Fair Labor Standards Act of 1938 ([29 U.S.C. 201 et seq.](#)) (FLSA) work beyond a forty (40) hour workweek, the employee shall be entitled to overtime compensation as follows:

For each hour worked over forty (40) in any workweek, the employee shall be entitled to compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked. Notwithstanding the foregoing, an employee's supervisor may direct, by so informing the employee prior to the performance of the requested overtime, that the employee shall be paid overtime compensation for such work, rather than receiving compensatory time off.

Employees may not accrue more than fifteen (15) hours of compensatory time off (10 hours of actual overtime worked). Any employee who accrues fifteen (15) hours of compensatory time off shall be paid overtime compensation for any additional overtime if it is not reasonably possible for the employee to take compensatory time off. Compensatory time must be used within sixty (60) days of when it is accrued.

An employee who has accrued compensatory time off should direct any request for the use of that time to the employee's supervisor. Requested time off shall be made available on a case-by-case basis and will not be granted if, in the opinion of the employee's supervisor, the request would unduly disrupt the District's operations.

Accrued compensatory time off does not carry over from year to year and must be used before July 1 of each year. If it is not practicable for the employee to use the employee's

accrued time off by June 30, the employee shall be paid overtime compensation in lieu of the accrued compensatory time off.

If the employee leaves the District before using the employee's compensatory time off, the employee shall be compensated at one and one-half (1½) times the rate the employee was earning when the overtime was worked.

In determining eligibility for overtime compensation or compensatory time, compensatory or other time taken during any workweek shall not be counted as hours worked during that work week.

Overtime compensation shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for each hour worked over forty (40) in the workweek for which the employee works overtime.

Overtime compensation shall be calculated at the rate earned by the employee at the time the work was performed.

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### **3-100 Fiscal Management**

#### **© 3-104 Property Controls**

The District shall manage and control District property.

The storage, maintenance and accounting of all capital assets, supplies, equipment, and materials shall meet the requirements of the Uniform System of Financial Records (USFR), the Arizona Department of Administration's General Accounting Office, the federal Education Department General Administrative Regulations (EDGAR), state regulation, and any applicable federal systems management requirements and federal regulation.

#### **Inventories**

The District shall maintain an inventory of capital assets, equipment, non-consumable supplies, stewardship items, and other property. The District's inventory system shall establish the accounting method by which the inventory is maintained, the manner in which items are requisitioned by authorized school personnel, and a system for inventory control. The District shall complete a physical inventory as required under state or federal regulations.

#### **Capital Assets**

The capital assets inventory shall include all land, land improvements, buildings, building improvements, and equipment with unit costs of \$5,000 or more. The Governing Board may establish a lower capitalization threshold if it is consistently applied to all related assets.

### Stewardship List

The stewardship list shall include all significant equipment not contained on the capital assets inventory list if equipment unit costs \$1,000 or more but less than the District's adopted cost threshold for capitalization and shall contain the information required by the USFR. The District may include unit costs less than \$1,000 to prevent theft or misuse for high risk items, including but not limited to laptop computers and other technology.

All property with a unit cost of \$50 or more should be identified as District property and maintained with appropriate physical security, consistent with the USFR.

### Supplies

The District shall purchase supplies, equipment, and material as necessary to operate the schools. The District shall establish effective internal control procedures regarding supplies inventories to provide accurate financial reporting and to physically safeguard such inventories. The District may use several different types of supplies inventories, including but not limited to inventories for educational supplies, office supplies, custodial and cleaning supplies, food supplies, and repair and maintenance supplies.

### Lease

The Governing Board authorizes the Superintendent to lease District supplies, equipment and materials to outside individuals or agencies for purposes that are not in conflict with any federal or state laws or Board policy. The District may permit outside individuals or agencies to rent, lease or use devices, supplies, material, or equipment for any lawful purpose. The District shall charge a reasonable use fee for the lease of devices, supplies, materials, or equipment according to a schedule approved by the Governing Board.

### Loss Control

The District shall implement security controls to prevent theft, loss, unauthorized use, or damage to District property.

### Reimbursement

Any individual or agency shall be required to reimburse the District for the cost to repair or replace any devices, supplies, material, or equipment that are lost or damaged.

Students using District-provided devices, textbooks, subject-matter materials, supplementary books, or instructional computer software are responsible for loss of or any damage to these items. A student who needs a second copy of a textbook or materials shall be required to pay for it unless such is required for the student to access learning under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act.

Monies collected for lost or damages items shall be used in addition to budgeted monies for purchase of new textbooks, subject-matter materials, supplementary books, or instructional computer software.

Any funds collected from students shall be accounted for and used as required under the USFR.

Adopted:

Legal Authority:

[A.R.S. § 15-326](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-727](#)

[A.R.S. § 15-729](#)

[A.R.S. § 15-1105](#)

[Ariz. Admin. Code R7-2-1023, -1029, -1131](#)

Uniform System of Financial Records

[2 C.F.R. § 200.300](#) *et seq.*

[2 C.F.R. § 200.313](#)

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### **3-100 Fiscal Management**

#### **© 3-105 Disposition of Property**

The Superintendent shall dispose of surplus property consistent with the State Board of Education's procurement code for school districts (School Procurement Code), the Uniform System of Financial Records (USFR), the Arizona Department of Administration's Surplus Property Management Office (ADOA) and the federal Education Department General Administrative Regulations (EDGAR). The Superintendent shall authorize the disposition of surplus property except where Governing Board authorization is specifically required.

The Governing Board may enter into an agreement with ADOA for the disposition of its surplus property if the District determines that the surplus property disposition by ADOA will not affect the District's normal operations.

The District may donate surplus or outdated property, including learning materials, educational equipment, and furnishings to community nonprofit organizations if the Board determines the cost of selling the items is equal to or greater than market value of the property.

The District may sell used equipment to a charter school or private school before attempting to sell or dispose of the equipment by other means. The Board may offer outdated learning materials, educational equipment, or furnishings to current pupils at the fair market value of the item before the property is offered for public sale.

The District may offer surplus property through competitive sealed bids, public auction, established markets, trade-in, posted prices, or surplus state property consistent with the School Procurement Code and the USFR.

Board members and employees may not directly or indirectly purchase surplus property if they have been directly or indirectly involved in the purchase, disposal, maintenance, or preparation for sale of the surplus property.

Upon approval of the Board, surplus property that has no market value or whose cost of disposal exceeds the market value may be destroyed and discarded.

The District shall dispose of real property or school buildings as authorized by statute.

Adopted:

Legal Authority:

[A.R.S. § 15-326](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[Ariz. Admin. Code R7-2-1001](#) *et seq.*

Uniform System of Financial Records

[2 C.F.R. § 200.300](#) *et seq.*

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### **3-100 Fiscal Management**

#### **© 3-106 Federal Grants and Other Funding Sources**

The District shall comply with all requirements of the Arizona Department of Education with respect to the monitoring of all federal grants that are processed through that office.

Pursuant to [2 C.F.R. § 200.303](#), the District shall maintain effective internal controls to provide reasonable assurance that the District is managing all federal grants and awards in compliance with federal law, regulations, and the terms and conditions of the award.

The District shall adhere to all requirements for the federal grant in relevant compliance categories, including but not limited to creation of all records as required by the federal agency, payroll expenditures, non-payroll expenditures, asset management, and grants management.

Pursuant to [2 C.F.R. § 200.430](#), the District must maintain time and effort records to support charging a federal grant award for salaries and wages. The logs must reflect the work performed and must be supported by a system of internal controls to provide reasonable assurance that the charges are accurate, allowable, and properly allocated.

Pursuant to [2 C.F.R. § 200.214](#), the District shall comply with non-procurement debarment and suspension regulations to restrict awarding contracts to entities that are debarred, suspended or otherwise precluded from or ineligible for participation in federal assistance programs or activities.

The District shall audit its federal grants as required.

Adopted:

Legal Authority:

[A.R.S. § 15-326](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-1224](#)

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**Federal Grants and Other Funding Sources**

**© 3-106.A Procedure - Federal Grants and Other Funds - Federal Grants**

The District shall comply with all requirements of the Arizona Department of Education with respect to the monitoring of all federal grants that are processed through that office.

The District shall adhere to all requirements for the federal grant in relevant compliance categories, including but not limited to creation of all records as required by the federal agency, payroll expenditures, non-payroll expenditures, asset management, and grants management.

The District shall audit its federal grants as required.

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**Federal Grants and Other Funding Sources**

**© 3-106.B Procedure - Federal Grants and Other Funds - Acceptance of Gifts and Donations**

The District reserves the right to refuse to accept any gift that does not contribute toward the achievement of District goals or if the ownership of the gift would tend to adversely affect the District. The District shall use any donation accepted to further its education mission and will attempt to honor the intent of the donor.

Any gift accepted by the Governing Board shall become the property of the District, may not be returned without Board approval, and is subject to the same controls and regulations as other District properties. The District shall account for any gift or donation received in the requisite inventory and shall deposit any funding received in a separate bank account if authorized or with the County Treasurer in compliance with the Uniform System of Financial Records (USFR).

The District shall not accept any gift or donation that would violate procurement requirements. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

District employees do not have authority to accept gifts and donations on behalf of the Board.

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### **3-100 Fiscal Management**

#### **© 3-107 Fiscal Accounting and Financial Reporting**

The Governing Board shall establish a school calendar that maintains at least one hundred and eighty (180) days of instruction (or the equivalent requisite number of instructional minutes) purposes of calculating students' average daily membership.

The District shall account for all revenues, expenditures, and fund balances in accordance with the requirements of the Uniform System of Financial Records (USFR).

The District may apply to the State Board of Education to assume accounting responsibility in accordance with state law.

The Superintendent is responsible for the preparation and presentation of an annual financial report for the prior fiscal year to the Governing Board for approval by October 15 of each year. The District shall publish the annual financial report by November 15.

The Superintendent is responsible for the preparation and presentation to the Board of any other report as required by state or federal law or regulation, including but not limited to K–3 reading expenditure budgets, teacher experience information, classroom site fund narrative summaries, transportation route reports, impact aid reports, federal project completion reports, and annual English language learner reports.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-341.01](#)

[A.R.S. § 15-756.10](#)

[A.R.S. § 15-901](#)

[A.R.S. § 15-904](#)

[A.R.S. § 15-914.01](#)

[A.R.S. § 15-977](#)

[A.R.S. § 15-991](#)

Uniform System of Financial Records

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**Fiscal Accounting and Financial Reporting**

**© 3-107.A Procedure - Fiscal Accounting and Financial Reporting - Accounting**

The District shall maintain accounting standards as provided by the Uniform System of Financial Records (USFR).

If the District maintains its own accounting responsibility, it shall operate with independence from the County with respect to revenues and expenditures, including allocating revenues, monitoring vouchers, authorizing and issuing warrants, and maintaining and verifying staff records for certification and payroll purposes.

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**Fiscal Accounting and Financial Reporting**

**© 3-107.B Procedure - Fiscal Accounting and Financial Reporting - Annual Financial Report**

The Superintendent shall present the annual financial report to the Governing Board for the previous fiscal year by October 15 of each year. The Board shall submit the annual financial report to the Arizona Department of Education (ADE) and the Superintendent of Public Instruction.

The annual financial report shall be in the format prescribed by the Auditor General.

The District shall publish its annual financial report by November 15 of each year in one of the following manners:

1. In a newspaper of general circulation in the District;
2. By electronic submission to ADE for publication on its website;
3. In the official newspaper of the County; or
4. By mailing to each household in the District.

If published electronically, the District shall maintain a link on its website to the annual financial report. If published in a newspaper, the size of the newspaper print shall be at least eight-point type and the publisher's affidavit of publication shall be filed by the Board with the Superintendent of Public Instruction within thirty (30) calendar days after publication.

**Fiscal Accounting and Financial Reporting****© 3-107.C Procedure - Fiscal Accounting and Financial Reporting - Transfer of Accounting Responsibilities**

The District may apply to the State Board of Education to assume accounting responsibilities. The District may request an evaluation by the Auditor General's office to obtain its recommendation. The District shall notify the County Treasurer and the County School Superintendent of its intention in a timely manner in the fiscal year preceding the fiscal year of implementation.

The District shall develop an accounting responsibility plan that contains all items as required by statute, including:

1. administrative and internal accounting controls designed to achieve compliance with the Uniform System of Financial Records (USFR);
2. procedures for approving, preparing, and signing vouchers and warrants;
3. procedures to ensure verification of administrators' and teachers' certification records with the Arizona Department of Education for all classroom, administrative personnel, and others required to hold a certificate;
4. procedures to account for all revenues, including allocation of certain revenues to funds;
5. procedures for reconciling the accounting records monthly to the County Treasurer; and
6. a compilation of resources required to implement accounting responsibility, including, at a minimum, personnel, training, and equipment, and
7. a comprehensive analysis of the budgetary implications of accounting responsibility for the District and the County Treasurer.

If the State Board of Education approves the assumption of the accounting responsibility for the District, the District shall contract with an independent certified public accountant for an annual financial and compliance audit.

**3-100 Fiscal Management**

**© 3-107.D Procedure - Fiscal Accounting and Financial Reporting -  
Calculation of Average Daily Membership**

The District shall follow all guidance issued by the Arizona Department of Education in accounting for student enrollment, attendance, accounting and reporting policies, procedures, and forms.

The District shall ensure that the instructional day contains the requisite number of instructional minutes as prescribed in state law or regulation for each grade level or program.

Pursuant to A.R.S. § 15-901(A)(1), the District shall withdraw a student for purposes of counting the student in the District's average daily membership if the student is absent for ten (10) consecutive school days, except for excused absences as identified by the Arizona Department of Education. A student who is absent for nine (9) or fewer consecutive school days (including the last day of the school year) is not a withdrawal.

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**Fiscal Accounting and Financial Reporting****© 3-107.E Procedure - Fiscal Accounting and Financial Reporting - Instructional Time Model**

The District may adopt an Instructional Time Model (ITM) pursuant to [A.R.S. § 15-901.08](#) to meet instructional hour requirements through activities such as remote instruction, project-based learning, mastery-based learning, weekend courses, and evening courses.

The District may define instructional time and instructional hours to include any combination of 1) in-person instruction; 2) remote instruction; 3) partial proxies for time such as completed assignments and projects; and 4) extracurricular activities aligned with course objectives.

The District may offer a mastery-based model of instruction rather than a seat timed based model. The District may promote a student to the next grade level (with parent permission) if the student achieves mastery in each of the required subjects according to adopted State Board academic standards.

The District must hold two public hearings prior to the adoption of an ITM.

The District shall notify the Arizona Department of Education using its prescribed template of the adopted ITMs and the contents. The District shall comply with the notice requirements to parents of its ITM and of any requirements particular to a student, such as achievement of a mastery level.

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### **3-100 Fiscal Management**

#### **© 3-108 Audits**

The District shall conduct an annual or biennial audit as required by state or federal law and in compliance with generally accepted auditing standards and the Uniform System of Financial Records (USFR).

##### Independent Auditors

The Superintendent shall implement procedures that comply with all state and federal requirements for District fiscal management and audits. The Superintendent shall contract with an independent certified public accountant for an annual financial and compliance audit.

##### Roll Call Vote

The Governing Board shall publicly accept all audits and compliance questionnaires by roll call vote. The Superintendent will provide Board members access to audit reports and the USFR compliance questionnaire as part of submitting the District's audit for Board acceptance.

##### Posting Requirements

The District shall prominently post on its website home page a display of the percentage of every dollar spent in the classroom by the District from the most recent status report issued by the Auditor General.

The District shall prominently post average teacher salary information on its website separately from the budget, including:

1. The average salary of all teachers employed by the District for the budget year;
2. The average salary of all teachers employed by the District for the prior year;
3. The dollar increase in the average salary of all teachers employed by the District for the budget year; and
4. The percentage increase in the average salary of all teachers employed by the District for the budget year.

Adopted:

Legal Authority:

[A.R.S. § 15-213](#)

[A.R.S. § 15-903](#)

[A.R.S. § 15-914](#)

[A.R.S. § 15-914.01](#)

[A.R.S. § 41-1279.03](#)

[Ariz. Admin. Code R7-2-803](#)

Uniform System of Financial Records

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## Audits

### © 3-108.A Procedure - Audits - Audit Requirements

The District will commission either an annual or a biennial audit as required by the Uniform System of Financial Records (USFR) and state and federal law. The District will procure an independent certified public accountant to perform the requisite audit(s) using generally accepted auditing standards.

If the District has an adopted expenditure budget of \$2,000,000 or more for the Maintenance and Operation (M&O) Fund, the District shall contract for an annual financial statement audit. If the District has an adopted expenditure budget of less than \$2,000,000 but more than \$700,000 for the M&O Fund, the District shall contract for a biennial financial statement audit. Audit reports are due for the previous fiscal year to the Auditor General by March 31.

If the District spends \$750,000 or more annually in federal awards, the District shall comply with the federal annual single audit requirements, requiring an audit of financial statements and federal programs.

If permitted by federal law, the District may convert to a biennial audit schedule if the previous annual audit conducted pursuant to this procedure did not contain any significant negative findings. If a biennial audit of the District contains any significant negative findings, the District shall convert back to an annual audit schedule. If the District is required to convert back to an annual audit schedule because of significant negative findings, the District may subsequently convert to a biennial audit schedule if the previous two annual audits did not contain any significant negative findings. For the purposes of this Procedure, "significant negative finding" means a finding that results in the issuance of a letter of noncompliance from the Auditor General.

Audit contracts and contract amendments shall be submitted to the Auditor General before the District signs the contract and the audit firm begins work.

In connection with any audit, the District shall contract for a systematic review of purchasing practices using methodology consistent with sampling guidelines established by the Auditor General.

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### **3-100 Fiscal Management**

#### **© 3-109 Procurement**

The District shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. In connection with the District's procurement of goods, services, or construction, the District shall comply with the Arizona Constitution, [A.R.S. § 38-501 et seq.](#), [A.R.S. § 15-213 et seq.](#), the State Board of Education's procurement code for school districts (School Procurement Code), and the Auditor General's Uniform System of Financial Records (USFR).

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests in accordance with state and federal law. Competitive procurement is required for every expenditure of public monies in excess of the limits specified in [A.R.S. § 41-2535](#).

#### **Governing Board Approval**

The Governing Board shall approve all procurements of \$100,000 or more. The Board delegates authority to the Superintendent to approve all procurements under the \$100,000 threshold.

#### **Delegation of Procurement Authority**

Pursuant to Arizona [Administrative Code R7-2-1007](#), the Board delegates procurement authority to the Superintendent, who shall serve as the District representative in procurement matters. The Board may separately delegate procurement responsibilities to other employees and permits the Superintendent to delegate authority to other employees according to the process outlined in the School Procurement Code.

#### **Multi-Year Purchases**

Subject to Board approval, the District may enter into purchase contracts for up to five (5) years if a multiyear agreement is in the District's best interest. The District shall include requisite findings in the procurement file regarding availability of funding and benefit to the District.

#### **Public Inspection**

The District shall make available for public inspection all information, bids, proposals, and qualifications submitted, findings and other information considered in issuing procurement.

#### **Conflict of Interest**

In connection with the District's purchase of goods, services, or construction, Board members and District employees shall annually disclose conflicts of interest as required by state and federal law.

Board members and District staff shall file the disclosure of any conflict of interest. If a Board member or District employees or their relatives have a conflict of interest in any



procurement of services, equipment, or construction, the Board member or District employee shall refrain from participating in any way in the procurement, including but not limited to making recommendations, giving advice or communicating with anyone involved in the procurement process.

### Vendor Relations

District employees who supervise or participate in contracts, purchases, payments, claims, or other financial transactions or who supervise or participate in the planning, recommending, selecting, or contracting for materials, services, goods, construction, or construction services for the District shall not solicit or accept any personal gift or benefit, except as permitted below and by law.

A gift or benefit means a payment, distribution, expenditure, advance, deposit or monies, any intangible personal property, or any kind of tangible personal or real property. A gift or benefit does not include food or beverage, expenses or sponsorships related to a special event or function related to individuals identified in this Policy, nor does this include an item of nominal value such as a greeting card, T-shirt, mug or pen, food or beverage, or expenses or sponsorships relating to a special event or function to which individuals involved in procurement are invited. Board members and District employees may accept gifts or benefits of nominal value from a vendor as permitted by statute.

### Purchase from District Employees or Board Members

The District must use competitive bidding when purchasing any equipment, material, supplies, or services from District employees regardless of dollar amount. This applies to any purchase using District monies, including extracurricular activities fees tax credit, student activities monies, gifts and/or donations.

The Board authorizes purchases from Board members as authorized pursuant to [A.R.S. § 15-323](#). The District must follow all procurement requirements with respect to any purchase from a Board member. Each purchase must be specifically approved by the Board after the appropriate procurement process. The minutes of the Board meeting shall reflect the amount of the purchase. Unless otherwise permitted by statute, the District shall not exceed \$300 for any single transaction with a Board member and the total purchases from any Board member within any twelve (12) month period shall not exceed \$1000.

### Job Order Contracting

The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be \$1,000,000 unless otherwise specifically authorized by the Board.

Adopted:

Legal Authority:

[Ariz. Const. Art. IX](#), § 7

[A.R.S. § 11-952](#)

[A.R.S. § 15-213](#) *et seq.*

[A.R.S. § 15-323](#)

[A.R.S. § 15-382](#)

[A.R.S. § 15-765](#)

[A.R.S. § 38-501](#) *et seq.*

[A.R.S. § 35-393](#) *et seq.*

[A.R.S. § 41-2535](#)

[Ariz. Admin. Code R7-2-1001](#) *et seq.*

Uniform System of Financial Records

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## **Procurement**

### **© 3-109.A Procedure - Procurement - Compliance Requirements**

The District shall comply with all requisite procurement laws and regulations, including but not limited to the State Board of Education's procurement code for school districts (School Procurement Code) in [Ariz. Admin. Code R7-2-1001](#) *et seq.*

When determining the level of competitive purchasing required (i.e., written quotes, sealed bids or proposals), the District shall consider not only the dollar amount of the current purchase, but the total dollar amount of all like-item purchases that might occur during the fiscal year. If the amount of the good or service that will be needed during the year is uncertain, the District should analyze cumulative purchases of like items for the previous fiscal year and adjust the estimate for any changes (e.g., increased enrollment, new school) that might affect the amount of the good or service needed.

The Superintendent may delegate the Superintendent's procurement authority in a manner that is compliant with [Ariz. Admin. Code R7-2-1007](#).

A. Quotations

Purchases of less than \$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 \$10,000 but not more than \$100,000 or the threshold as specified in [A.R.S. § 41-2535](#) and Uniform System of Financial Records (USFR) § VI-G. A request for quotations should be issued in sufficient time before the purchase is to be made and in adequate detail to allow vendors to respond effectively. If three (3) written price quotations cannot be obtained, documentation showing that the vendors contacted did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained in the procurement file.

B. Sealed Bids or Proposals

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than \$100,000. The District may use an alternative form of procurement as authorized.

C. Bidder List

The District shall maintain a prospective bidders' list. Vendors desiring to be included on the District's prospective bidders' list must notify the District. If the District's prospective bidders' list has four (4) or fewer prospective bidders on the list, the District shall publish notices of the invitation for bids or request for proposals in the official newspaper of the County in addition to issuing an invitation for bids or request for proposals to vendors on the bidders' list.

D. Cooperative Purchasing

In lieu of obtaining quotations or conducting a competitive procurement, the District may purchase materials, services, specified professional services, construction, or construction services with one or more public procurement units pursuant to a cooperative purchasing agreement approved by the Governing Board.

Prior to making a purchase under a cooperative purchasing agreement, the District shall perform due diligence to ensure that the cooperative purchase is in compliance with the School Procurement Code.

Prior to making a purchase through a cooperative purchasing agreement of \$100,000 or more, the District representative shall document the reasons that a cooperative purchasing agreement is advantageous to the District. All purchases made from a cooperative purchasing agreement costing more than \$100,000 shall be approved by the Board.

E. Emergency Purchases

An exception to the requisite 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 should be maintained in the procurement file.

F. Sole Source Procurements

A contract may be awarded for a material, service, or construction item without competition if the Board determines 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 [Ariz. Admin. Code 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.

G. Alternative Procurement

The Governing Board authorizes the use of alternative forms of procurement for construction other than competitive sealed bids, including requests for proposals, construction-manager-at-risk, design-build, and job-order contracting methods of construction.

H. Electronic Bidding/Reverse Auctions

The District may procure goods, services and equipment via electronic, on-line bidding or use reverse auctions as permitted and documented in the School Procurement Code.

I. No Bid Splitting

In determining the method of source selection based upon the aggregate dollar amount of a purchase, the District shall consider the scope and total cost of the entire purchase. Procurement requirements shall not be artificially divided or fragmented so as to circumvent the source selection procedures required by the School Procurement Code.

J. Multiple Year Purchases

The District may enter into purchasing contracts for a period of up to five (5) years if the District determines in writing as follows:

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.

K. Documentation and Inspection

The District shall make available for inspection all procurement files upon request of a vendor or as otherwise required.

Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, conflict of interest declarations and other factors, or whose proposal for qualifications are to be used to select and award the bid. The District will include in the procurement file 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.

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**Procurement**

**© 3-109.B Procedure - Procurement - Mandatory Contract Provisions**

In entering into contracts with vendors/contractors, the District shall require that the following provisions to be included within such contracts.

A. Employment Eligibility (E-Verify)

Each contract shall require the contractor to comply with state and federal laws regarding immigration. The contract or agreement with each contractor shall contain the warranties indicated below:

1. The contractor is in 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.
2. The contractor acknowledges that the District retains the legal right to inspect the contractor's papers or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

The contractor shall provide notice to his employees and supervisors.

B. Fingerprint Clearance Requirement

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. The Superintendent may exempt from this requirement a contractor, subcontractor, or vendor whom the Superintendent 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 District. The exemption shall be given in writing and a copy shall be filed in the procurement file.

C. Sex Offender Prohibition

All contracts shall contain language that states as follows:

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.

D. Cancellation of Contracts

As required by [A.R.S. § 38-511](#), each contract for procurement shall specify that within three (3) years after the execution of any contract made by the District, the District may cancel such contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

E. Federal Contract Provisions

As required by Uniform Grant Guidance (UGG) each contract utilizing federal funds should include additional federal contract provisions as applicable. Federally required contract provisions are published at [2 § CFR 200 Appendix II](#).

F. Notification re Suspension and Debarment - Federal Grants

When required by federal regulation and for purchases in excess of twenty-five thousand dollars (\$25,000) using federal funds, the District shall include language in its procurement documentation notifying entities of the potential for suspension and debarment as follows:

Pursuant to [2 C.F.R. § 200.214](#), non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). These 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 or activities.

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## Procurement

### © 3-109.C Procedure - Procurement - Statutory Exemptions

The District is not required to engage in competitive bidding 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 Arizona Department of Education Division of Exceptional Student Services.

Pursuant to A.R.S. § 41-2636, the District may, without competitive bidding, purchase or contract for any products, materials, and services directly from certified nonprofit agencies that serve individuals with disabilities and Arizona correctional institutions if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

#### B. Intergovernmental Agreements

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies are exempt from competitive bidding.

#### C. Insurance

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs or purchase re-insurance subject to the parameters of A.R.S. § 15-213.

#### D. Funds Held In Trust

The District may be exempt from compliance in spending extracurricular activities fees tax credit contributions and monies held in trust by the District, such as student activities monies. The District may be required to competitive bid the use of funds from such accounts if the purchase is from an employee or Governing Board member.

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## Procurement

### © 3-109.D Procedure - Procurement - Construction Procurement

Expenditures for the procurement of construction, materials and services shall comply with the Arizona Constitution, [A.R.S. § 38-501](#) *et seq.*, [A.R.S. § 15-213](#) *et seq.*, the



State Board of Education's procurement code for school districts, and the Auditor General's Uniform System of Financial Records (USFR).

Construction is defined as physical changes to land or buildings that materially alter the previous structure or physical condition, including fixed physical additions to land such as concrete, fencing, structural remodeling, major renovations that are not merely maintenance in nature, and major demolitions. All such construction shall be identified, and the estimated aggregate total cost of goods and services for the project shall be made before undertaking the project. This estimated total cost shall determine which procurement methods shall be used.

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### 3-200 Facilities

#### © 3-201 Facilities

The Superintendent has the authority to control and manage District facilities. No employee shall use school facilities in connection with any activity that is not directly related to the employee's job duties without approval of the Superintendent.

#### Sale/Lease

The Governing Board may call for an election to purchase or sell school facilities or to enter into a long-term lease for more than twenty (20) years but less than ninety-nine (99) years. The Board may also sell or lease school facilities without an election in compliance with state law. The Board shall strive to obtain fair market value for the sale or lease of school buildings and grounds.

The District may not prohibit a charter school or private school from negotiating to buy or lease its property in the same manner as other potential buyers or lessees. The District may not accept an offer from a potential buyer or lessee that is less than an offer from a charter school or private school. The District is not required to sell or lease the building or a portion of the building to a charter school, to any other school or to any other prospective buyer or tenant, except that the District may not withdraw the property from sale or lease solely because a charter school or private school submits the highest offer.

#### Construction and Maintenance

The Board may call for an election to construct school buildings.

The Board shall construct and maintain all District facilities and buildings in accordance with state, local and federal requirements, including but not limited to any fire codes, building codes, and mechanical codes.

The District shall maintain and train employees regarding its asbestos management plan in compliance with federal regulations.

#### Minimum Adequacy Standards

The District may maintain school buildings to comply with minimum school facility adequacy guidelines established by the School Facilities Oversight Board (SFOB).

The Board shall not change grade configurations or take any action that would result in a reduction of pupil square footage unless the District notifies the SFOB and receives written approval to take the action.

#### Closing of a School

The Board shall fix a time for a public meeting on the proposed closure of a school not less than ten days before voting in a public meeting to close the school. At the meeting, the Board shall hear reasons for or against closing the school. The Board is exempt from these requirements if the Board determines that the school shall be closed

because it poses a danger to the health or safety of the students or employees of the school.

Advertising

The Board may permit advertising at District facilities in compliance with the provisions of [A.R.S. § 15-342](#).

Adopted:

Legal Authority:

[A.R.S. § 15-119](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-342.04](#)

[A.R.S. § 41-5711](#)

[15 U.S.C. § 2643](#)

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Facilities

© **3-201.A Procedure - Facilities - Facility Opening/Closing**

A. New Facilities

The Superintendent shall submit plans for new school facilities to the School Facilities Oversight Board (SFOB) to certify that the plans meet the minimum school facility adequacy guidelines.

B. Closing of a School

Before the Governing Board meeting to discuss closing a school, the Superintendent shall provide written notice to the parents or guardians of all students enrolled in the District at least ten days before a public meeting to discuss closing a school within the District. The notice shall include the reasons for the proposed closure and the time and place of the meeting.

At the public meeting, the Board shall allow public comment for and against closing the school. The Board shall not vote at that public meeting.

The Board may schedule a meeting no sooner than ten (10) calendar days after the initial public meeting held to consider a vote regarding whether or not to close a school.

The Board may consult with the division of school facilities within the Department of Administration for technical assistance and for information on the impact of closing a school. The information provided from the division of school facilities within the Department of Administration shall not require the Board to take or not take any action.

The Board shall comply with any notice and hearing requirements to the community regarding any potential boundary changes that would occur as a result of the potential school closure.

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## Facilities

### © 3-201.B Procedure - Facilities - Outside Business Operations

Only District employees and District-paid contractors acting within the scope of their employment or contract may provide services to students or others on District property during the school day. The District may approve the use of volunteer coaches, classroom or other volunteers, student teachers or professional interns to assist during the school day, subject to requisite fingerprinting and background checks.

The District does not permit sales by any outside vendor or employee of any goods or services on District property unless specifically authorized. The District shall not allow any vendor or potential vendor to conduct a sales call with any staff member unless specifically authorized in writing by the Superintendent.

The District does not permit outside fundraising activity unless an organization has complied with Policy 3-202 regarding Facility Use.

The District may permit advertising at or on its facilities in accordance with [A.R.S. § 15-342\(27\)](#). Advertisements shall be age appropriate and not promote any substance that is illegal for minors such as alcohol, tobacco and drugs or gambling. Advertisements shall comply with the state sex education policy of abstinence. The District shall approve of the content of the advertising.

The District may permit outside business operations and organizations to distribute promotional material. If the District creates a limited public forum for the distribution of promotional material, the District may limit access to the distribution to certain types of organizations, and impose time, place and manner restrictions with respect to the distribution.

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### 3-200 Facilities

#### © 3-202 Facility Use

##### Short Term Facility Use

The Governing Board or the Superintendent may lease school property to any person or group for any lawful purpose. There shall be a reasonable use fee for the lease of school property which may include goods contributed or services rendered by the person or group to the District.

The Board or Superintendent may permit the uncompensated use of school property to any school-related group or to any group whose membership is open to the public and whose activities promote the educational function of the District, as determined by the Board. This may also include in-kind services with Maricopa County, the City of Goodyear and/or the City of Buckeye.

The Board shall annually approve a fee schedule for the lease of school property and include a designation of the persons or groups that may have uncompensated use of school property. The Superintendent shall require proof of liability insurance for use or lease of school property by outside persons or groups.

##### Lease

The Board may approve the lease of District property for up to twenty years without holding an election. The Board may enter into a lease or lease purchase agreement for school buildings and grounds for more than twenty (20) years but less than ninety-nine (99) years subject to a vote of the District electorate. A vote may not be required under certain statutory exceptions outlined in [A.R.S. § 15-342](#) and [A.R.S. § 15-342.04](#).

The District may enter into a partnership with an entity, including but not limited to a charter school, another school district or a military base, to operate a school or offer educational services in a District building, including at a vacant or partially used building, pursuant to a written agreement between the parties.

Interference with or disruption of an educational institution is a criminal act under Arizona law.

Lessees on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property.

Adopted:

Legal Authority:

[A.R.S. § 13-2911](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-342.04](#)

[A.R.S. § 15-1105](#)

[A.R.S. § 16-411](#)

[A.R.S. § 36-2801](#)

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## Facility Use

### © 3-202.A Procedure - Facility Use – Short Term Facility Use

#### A. Definitions

"Educational function" means uses that are directly related to the educational mission of the District as adopted by the Governing Board, and includes parent-teacher organizations, youth organizations and school employee organizations.

"Extended resource programs" means activities offered on school property before or after school or at times when school is not customarily in session for children who are of the age required for kindergarten programs and grades one through eight.

"Lawful purpose" under the policy includes recreational, educational, political, economic, artistic, moral, scientific, social, religious or other civic or governmental purpose in the interest of the community, including extended day resource programs.

"Reasonable use fee" means an amount that is at least equal to the District's cost for utilities, services, supplies, or personnel that the school provides to the lessee pursuant to the terms of the lease.

"Short Term Facility Use" means the lease or approved use of all or a portion of District facilities for less than one (1) year.

"Uncompensated use" means that the group or organization pays only the District's direct costs resulting from the use of the facilities.

#### B. Short Term Use

The Board may grant the use of school facilities to any person, group, or organization for any lawful purpose. Such use shall not interfere with any school activity.

#### C. Fees

A reasonable use fee shall be charged for the use of school facilities and property. The fee may be offset by goods contributed or services rendered by the lessee.

A schedule of fees and direct expenses shall be adopted annually and include the following classes of usage:

1. *Class I.* School-related, student-centered groups that exist for the sole purpose of contributing to the success of District students.
2. *Class II.* Non-profit organizations as specified by law (must provide I.R.S. 501(c)(3) acceptance letter) that involve District students.
3. *Class III.* Groups and organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students.
4. *Class IV.* Commercial or for-profit organizations.



Any individual, group, or organization presumptively classified as Class I or Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such a request.

The Superintendent has discretion to deny or cancel any request for use of District property if deemed not in the District's best interest, subject to applicable laws.

D. Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the District.

Use of facilities or property that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District. The Superintendent has discretion to approve or deny uncompensated use of District facilities and property.

E. Approved Booster Clubs/ Parent Teacher Organizations

Only an approved parent support group organization may access and use District facilities as a Class I user in accordance with this Policy. To remain approved, an organization must conduct its activities in a manner consistent with the educational mission of District and must follow all operating guidelines required, including but not limited to having sufficient insurance and initiating sufficient security controls regarding funds raised.

F. District Use Conflicts

The District will use its best effort to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation or rescheduling of a school-sponsored activity.

G. Insurance

Proof of liability insurance with minimum limits of \$1,000,000 shall be required for the use or lease of school property. The District may require that the District and its Board, employees, and agents be named an additional insured under the liability insurance policy during the use of the facilities and property.

H. Rules Applicable to Lessees

The Superintendent may establish requirements to implement use of District facilities and to prevent damage to and preserve District property. If damage to the facilities

occurs as the result of the lessee or user, charges shall be assessed to cover the amount of the damage.

I. Application Process

Initial inquiries for use of school facilities should be made to the appropriate school principal(s) or site administrators to determine if the facility is available and to obtain approval for the application process to move forward. School activities shall always be given preference for use of facilities. Upon approval by the building administrator, the applicant shall obtain a facilities use packet from District's business services department.

J. Elections

A building principal may deny a request to provide space for use as a polling place if, within two (2) weeks after a request has been made, the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

1. Space is not available at the school;
2. A disruption of the normal school activities would occur; and/or
3. The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities shall not be permitted on school property at any time, including on election day at school sites used as polling places.

K. Civic Center School Fund

Funds received for and derived from the short-term use or lease of school shall be promptly deposited with the County Treasurer, who shall credit the deposits to the civic center school fund of the District. Monies placed to the credit of a civic center school fund may be expended for civic center school purposes by warrants drawn upon order of the Board or Superintendent.

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**Facility Use**

**© 3-202.B Procedure - Facility Use – Service Animals and Animals in Classrooms**

A. Definition

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

emotional support, well-being, comfort or companionship does not constitute work or tasks.

B. Access to Facilities

The Superintendent shall allow for the presence of service animals in District schools or on District owned property in accordance with applicable laws, while safeguarding the health, safety and welfare of students, staff and visitors.

The District prohibits discrimination against individuals with disabilities for the use of service animals if the work or tasks performed by the service animal are directly related to the individual's disability.

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

C. Therapy or Comfort Animals

Therapy or "comfort" animals provide individuals with therapeutic contact, usually in a clinical setting, to improve their physical, social, emotional, and/or cognitive functioning. Therapy animals are not considered services animals under the ADA. Therefore, therapy animals will not typically be permitted in District schools or worksites.

D. Injury Caused by an Animal while on District Property

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

E. Classroom Animals

The following conditions, requirements, and restrictions apply to all animals, fish, reptiles, and other living organisms (generically referred to as "animals" throughout this document) on District school campuses, in classrooms, or in other school facilities.

1. Live animals in the classroom must have direct relevance to the objectives of the instructional program.
2. Staff members must receive prior written approval from the building administrator before animals are brought to school or housed in a school facility.
3. A staff member requesting approval to have an animal at school must be certain that:
  - a. Students and school personnel coming in contact with the animal are not allergic to the animal;
  - b. The staff member notifies parents/guardian of all students who utilize the classroom in the presence of the animal. If parents/guardian indicate a student has an allergy or fear of the animal, permission for housing the animal(s) in the classroom may be denied;
  - c. The animal is free from any diseases or parasites;
  - d. The animal presents no physical danger to students or staff members;
  - e. The classroom environment is suitable for the animal (e.g., it meets the needs for the animal's natural sleeping/eating habits, temperature requirements);
  - f. A care schedule is in place for the animal when the staff member is not available (e.g., instructions for a substitute staff member, care and feeding over weekends and school holidays);
  - g. The staff member adheres to local, state and federal laws and to District policies and regulations regarding such animals;
  - h. The classroom will be kept clean, sanitary and free of any animal waste;
  - i. The staff member will assume primary responsibility for the humane and proper treatment of any animal in the classroom; and
  - j. Only the staff member or those designated by the staff member are to handle the animal.

The staff member will provide the principal the following documentation, as appropriate, prior to approval: the vaccination history of the animal, including proof of current rabies and distemper vaccinations; proof of current licensure; proof that the animal has been spayed or neutered; proof of treatment of fleas and tick; and current certificate from a veterinarian that the animal is healthy and disease free. All provided documentation will be kept in the building administrator and/or Superintendent offices.

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



### 3-200 Facilities

#### © 3-203 Visitors

The Superintendent may establish controls and procedures to monitor who is visiting District property, including use of sign in procedures, name tags, and other control mechanisms. The Superintendent may limit both the number of visitors and the times at which visitors are permitted at District facilities.

#### Classroom Visits by Parents/Legal Guardians

Parents/legal guardians of students who are enrolled in the District or who wish to enroll their student in a District school or program may schedule a visit, tour and/or observation of the classroom and of the school. Parents may schedule a tour by contacting the building principal of the school that they would like to visit. The District administration shall permit a visit, tour and/or observation unless doing so threatens the health and safety of students or District staff.

The building principal may schedule the time and duration of a visit, tour and/or observation so as to minimize disruption on instruction.

#### Public Conduct on School Property

The following constitutes interference with or disruption of an educational institution under Arizona's criminal code and under this Policy:

1. Threatening to cause physical injury to any staff or student of the District or any person on the property of the District.
2. Threatening to cause damage to any District property or the property of any employee or student at the District. The threat does not need to be directed at any specific property of the District to be a violation.
3. Intentionally or knowingly refusing to leave the property after being ordered to do so by the Superintendent, building administrator or District employee designated by the Superintendent or building administrator to maintain order.

Interference with or disruption of an educational institution is a criminal act under Arizona law.

Visitors on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property, or use of tobacco or tobacco products, including e-cigarettes, on District property.

Adopted:

Legal Authority:

[A.R.S. § 13-2911](#)

[A.R.S. § 15-341](#)

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## Visitors

### © 3-203.A Procedure - Visitors - Prohibition Regarding Disruption

#### A. Definitions

"Interference with or disruption of an educational institution" includes any act that might reasonably lead to the evacuation or closure of any property of the District or the postponement, cancellation, or suspension of any class or other school activity. An actual evacuation, closure, postponement, cancellation, or suspension is not required for the act to be considered an interference or disruption.

"Property of the District" means all land, buildings, vehicles, and other facilities that are owned, operated or controlled by the District and that are devoted to educational purposes.

#### B. Interference Prohibited

No person on District property may interfere with or disrupt the District's educational mission.

The following actions constitute interference with or disruption of an educational institution under Arizona's criminal code and under this procedure:

1. Threatening to cause physical injury to any employee or student of the District or any person on the property of the District.
2. Threatening to cause damage to any district property or the property of any employee or student at the District. The threat does not need to be directed at any specific property of the District to be a violation.
3. Intentionally or knowingly refusing to leave the property after being ordered to do so by the Superintendent, school principal, or District employee designated by the Superintendent or school principal to maintain order.

In addition to the above, a person may also interfere with or disrupt the maintenance of public order in the District by doing any of the following:

1. Physical or verbal abuse of any person on school property.
2. Use of tobacco, tobacco products including e-cigarettes, alcohol, marijuana, or illegal drugs or controlled substances not authorized for use on the premises.
3. Use of profanity or offensive or inappropriate speech given the forum or school's educational environment.
4. Visiting a classroom or other school activity without approval of the principal or principal's representative.
5. Conduct that interferes with or disrupts educational or extracurricular activities.
6. Failure to comply with lawful directions of school officials exercising control over the educational environment.
7. Possession of a deadly weapon, deadly instrument, or explosive unless the individual is a peace officer or otherwise has lawful possession.



8. Any infraction of state or municipal law or District policy.

Pursuant to [A.R.S. § 13-2907](#), all persons are prohibited from initiating a false report of a serious offense involving an educational institution knowing that the report is false and intending that it cause an emergency response.

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### **3-300 Support Services**

#### **© 3-301 Food Services**

The Governing Board may operate school meal programs and may employ personnel, purchase equipment and food and incur other necessary expenses for its operation. The Board shall establish prices to be paid for meals by students, staff and visitors.

The primary goal of the programs shall be the promotion of student health and the reduction of childhood obesity. All guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture.

#### Nutrition Standards

The District shall maintain minimum nutrition standards that meet the federal and state guidelines and regulations for foods and beverages sold or served on school grounds. These nutrition standards may include portion sizes, minimum nutrient values and a listing of contents.

The District shall permit the marketing of food and beverage only for those foods and beverages that meet the smart snacks in school nutrition standards.

#### Competitive Food/Outside Vendors

The Superintendent may authorize outside vendors to offer competitive foods in compliance with federal and state statute. No individual may provide or sell food or beverages without written authorization.

#### Participation in Federal Nutrition Programs

The District shall participate in the national school lunch program unless the District has less than one hundred students and has opted out. The District may participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), and/or the Special Milk Program (SMP) with the free milk option, and the Food Commodity Program (FCP).

The District shall determine the eligibility of children to obtain free and reduced price meals and will follow state and federal guidelines regarding the free and reduced meal program.

In accordance with [7 C.F.R. § 245.10](#), the District shall file an approved free and reduced-price policy statement with the Arizona Department of Education (ADE) that accurately describes its current free and reduced-price policies.

#### Cafeteria Standards

The District shall maintain standards for the preparation of food and shall require food handlers to possess requisite licenses and/or certification as required by state or county health departments.

#### Wellness Program

Staff who provide food services shall coordinate the provision of meals in alignment with the District's wellness policies and programs adopted for students. This will include support for the provision of nutrition education, promotion and physical activity as well as the involvement with the community.

#### School Functions

The Board authorizes the reasonable provision of food and beverages at District expense at school district events, including official board meetings, school functions and trainings.

Adopted:

Legal Authority:

[A.R.S § 11-269.12](#)

[A.R.S § 11-269.27](#)

[A.R.S. § 15-242](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. §§ 15-1151 to 15-1158](#)

[Ariz. Admin. Code R9-8-101 et seq.](#)

[42 U.S.C. § 1751 et seq.](#)

[42 U.S.C. § 1771 et seq.](#)

[7 C.F.R. Part 210](#)

[7 C.F.R. Part 220](#)

[7 C.F.R. Part 215](#)

[7 C.F.R. Part 245](#)

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### **3-300 Food Services**

#### **© 3-301.A Procedure - Food Services - Nutrition**

All food and beverages sold or served on the school grounds or at school-sponsored events during the school day shall meet the nutrition standards developed by the Arizona Department of Education (ADE), the United States Department of Agriculture (USDA), and federal government meal programs, including but not limited to the following:

1. a la carte items in the food service program; and
2. food and beverages sold in vending machines, snack bars, and meal-period kiosks and at school stores.

The District shall adhere to the dietary restrictions delineated in the Child Nutrition Programs: Meal Patterns Consistent With the 2020–2025 Dietary Guidelines for Americans published by the USDA, in accordance with the timelines established in 7 C.F.R. Parts 210, 215, 220, 225, and 226.

Foods of minimal nutritional value as defined in federal regulation shall not be served or sold during the normal school day on any campus unless expressly permitted by state or federal exemption, such as for the sale or distribution of any food or beverage item through fund-raising activities of students, teachers, or educational groups when the items are intended for sale off the school grounds.

The District shall permit students, parents/legal guardians, and community members to review food and beverage nutrition information.

The District shall provide modified meals for a student with food allergies or special food needs as an accommodation under Section 504 of the Rehabilitation Act.

The District may offer competitive foods if in compliance with federal and state statute. Competitive foods include a la carte, beverages, and snack food, including vending machines. All such foods must meet the nutrition standards published by the U.S. Department of Agriculture.

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### **Food Services**

**© 3-301.B Procedure - Food Services - Free and Reduced Lunch****A. Guidance**

The District shall adhere to the guidance manual regarding school nutrition programs issued by the Arizona Department of Education (ADE).

**B. Eligibility**

The District shall ensure that families are aware of need-based programs for free or reduced price meals and encourage eligible families to apply. The District shall maintain confidentiality of students and families applying for or receiving free or reduced priced meals.

**C. Required Filing with the ADE**

The District shall have an approved free and reduced-price policy statement on file at the ADE. The free and reduced-price policy statement must contain, at a minimum, the following:

1. Names of official(s), or the position of the District or school official, designated to make eligibility determinations;
2. An assurance that the District will determine eligibility in accordance with the current income eligibility guidelines (IEGs);
3. The District's specific procedures to accept applications for benefits and its direct certification procedures;
4. A description of the method(s) used to collect payments from children paying the full price of the meal or milk or the reduced price of the meal or milk that will prevent the overt identification of the children receiving free or reduced-price meals or free milk;
5. An assurance that the District will abide by the applicable hearing procedures and nondiscrimination practices;
6. A copy of the application form and letter to households;
7. A statement that a foster child is categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children, and an explanation that including children in foster care as household members can help other children in the household qualify for free or reduced-price meals. If the foster family is not eligible for free or reduced-price meal benefits, this does not prevent a foster child from receiving free meal benefits;
8. An explanation that households with students who are categorically eligible under Other Source Categorically Eligible Programs should contact the school for assistance in receiving benefits and mark the relevant box on the application to indicate their status;

9. A statement that state agencies and the District will ensure there are no barriers for participation in programs for limited English proficient (LEP) families and that state agencies and the District are required to communicate with parents and guardians in a language they can understand throughout the certification and verification processes;
10. If the District is selling competitive foods during a meal service, it will include in the description how the cafeteria and meal service prevents overt identification of the children receiving free or reduced price meals or free milk; and
11. A statement of the measures the District has taken to prevent disclosure of confidential free and reduced price eligibility information, as required under federal regulation.

D. Public Announcements

Near the beginning of the school year, the District shall announce to the public the availability of the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the School Milk Program (SMP), and the Food Commodity Program (FCP). The notice will include the eligibility criteria for reduced price meals and/or milk. The notice shall be published as required under federal statute/regulation.

E. Parent/Guardian Notification

The District will distribute a letter or notice informing households about the availability of the school meal program at the beginning of each school year. The letter shall state the option of free and reduced price benefits. The District will distribute an application form to all households of students in attendance at the school who were not otherwise determined eligible. The application will not be distributed earlier than July 1, or no more than thirty (30) days prior to the beginning of the school year, whichever is later. New students enrolling in school after the school year begins must be provided a letter/notice and application form when they enroll. Applications for free or reduced price meals programs shall be available to students at all times during the regular school day.

F. Accessibility

In schools where a significant number or proportion of the population eligible to be served needs information in a language other than English, the District must make reasonable efforts to send appropriate non-English language household letters/notices and application forms to such households. Schools will provide households with assistance in completing applications through the use of foreign language personnel.

G. Confidentiality

The District shall ensure that names of children eligible to receive free or reduced-price meals are not published, posted, or announced in any manner. Information such as family size, income and social security numbers shall remain confidential and shall not be shared for any purpose unless authorized by law. No individual indicators of participation shall be maintained in the permanent record of any student not otherwise

allowed by law. Disclosure may be made of aggregate information, such as the number of children eligible for free or reduced price meals, to any program or individual. Aggregate information shall not identify students.

H. Nondiscrimination

No student shall be discriminated against because of race, color, national origin, religion, age, sex or disability with respect to the participation in the District's school meal program. There shall be no overt identification of any eligible students by use of special tickets, special tokens, serving lines, separate entrances, separate dining areas, or by any other means. When more than one (1) lunch, breakfast or type of milk is offered, the student shall have the same choice of meals that is available to those students who pay the full price. Students shall not work for their meal unless other non-eligible students are required to do so as part of their educational training.

I. Appeal

Parents/guardians who appeal any challenge of decisions on eligibility of any students for free or reduced-price meals shall have a hearing. During an appeal and hearing, the student shall receive free or reduced-price meals.

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### **3-300 Food Services**

#### **© 3-301.C Procedure - Food Services - Cafeteria Standards**

##### **A. Environment**

The District shall provide students and staff an adequate space to eat meals. Facilities shall be made available for hand washing and oral hygiene.

##### **B. Certification/Licensure**

Staff or volunteers shall maintain requisite certification or licensure to conduct a school's regular food service. Pursuant to [A.R.S. § 11-269.27](#), a volunteer at a school activity or function outside of a school's regular food service is not required to have a food handler certificate or identification card or to participate in requisite food handler training if the volunteer is overseen by a certified food protection manager or a person in charge (as defined in [Ariz. Admin. Code R9-8-101\(C\)\(3\)\(g\)](#)).

##### **C. Training**

Staff or contracted vendors employed in the food services program shall receive documented food safety, nutrition, and sanitation training as well as any other training that may be required under state or federal regulation for food service handlers.

##### **D. Denial of Meals as Disciplinary Action**

Staff shall not withhold food from students as a disciplinary action. Disciplinary action that indirectly results in the loss of meals is allowable (such as suspension from school). Any student attending school who is not allowed to eat in the cafeteria for disciplinary reasons shall have a meal made available if the student has not brought the student's own meal to school. Students eligible to receive free or reduced lunch shall not be required to refund or reimburse the District.

##### **E. Recordkeeping**

The District shall keep accurate records of the school meal program to serve as a basis for claims for reimbursement and to comply with audit requirements. All records and tickets must be kept in accordance with the National School Lunch Program and School Breakfast Program State Guidance Manual.

##### **F. Safety Inspections**

The District shall conduct food safety inspections each school year, as required by the controlling regulations.

##### **G. Pricing**

Pricing for student meals shall be established considering market share, creation, and loss of revenue. Pricing shall be reviewed and adjusted periodically as necessary. Prices for adult meals and catering shall be reviewed periodically and shall reflect the



direct cost of operations. Revenues received are to be used in accordance with the requirements of the Uniform System of Financial Records (USFRs).

G. Provision of Food for Outside Organizations

Any individual or company desiring to use the school meal program facilities must follow the requirements for the District's use of school facilities. All food items and/or consumable supplies purchased through the food service program and all labor used for a special meal function must be recorded. The outside organization shall be billed for the food, labor and other costs of the special function.

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Food Services

**© 3-301.D Procedure - Food Services - Meal Charges**

The District shall maintain a meal charge program that minimizes identification of children with insufficient funds to pay for school meals and maintains the financial integrity.

The District's meal charges will at all times comply with federal regulations. Eligible students shall receive reimbursable meals as permitted by federal statute and regulation.

The District shall make reasonable efforts to collect unpaid meal charges without impacting the involved student and shall provide communication to the parent/legal guardian responsible for the costs regarding the procedures for the debt collection and for providing additional meals. The District will reclassify delinquent debt as required by the National School Lunch Program.

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## Food Services

### © 3-301.E Procedure - Food Services - Wellness Program

The purpose of this Procedure is to outline the parameters of the District's wellness policy as required by [7 C.F.R. § 245.10](#).

#### A. Written Plan

The District shall create a written plan that includes methods to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum federal nutrition standards.

The written plan shall contain:

1. specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing these goals, the District must review and consider evidence-based strategies and techniques;
2. standards for all foods and beverages provided, but not sold, to students during the school day on each participating school campus;
3. standards and nutrition guidelines for all foods and beverages sold to students during the school day on each participating school campus;
4. goals that promote student health and reduce childhood obesity;
5. the method by which parents, students, physical education teachers, school health professionals, school administrators and the general public will be involved in the creation of the written plan;
6. a description of the plan for measuring the implementation of the wellness policy and plan;
7. how the District will report on content and implementation of the wellness policy and plan to the public; and
8. marketing and advertising requirements regarding promoting the sale of a food or beverage that, at minimum, meet Smart Snack standards as implemented in applicable federal regulation.

The Nutrition Director is responsible for the implementation and oversight of the wellness policy and the written plan.

At least once every three (3) years, the District shall assess compliance, which shall include local school compliance, a comparison to other wellness policies and written plans, a review of progress toward goals, and proposed updates or modifications.

#### B. Notification

The District shall:

1. permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the local school wellness policy and written plan;
2. inform the public about the content and implementation of the local school wellness policy and written plan, and make the policy, written plan and any updates to the written plan available to the public on an annual basis; and
3. inform the public about progress toward meeting the goals of the local school wellness policy and compliance with the wellness policy and written plan by making the triennial assessment available to the public.

C. Record Keeping

The District shall retain records to document compliance with the applicable federal regulations related to a wellness policy and written plan, including maintain the policy and plan, the compliance with community involvement requirements, and the triennial evaluation.



### **3-300 Support Services**

#### **© 3-302 Transportation**

Transportation may be provided for any student if deemed for the best interest of the District. The Superintendent shall have responsibility for the District's transportation program.

##### Eligible Students

The District may provide transportation to all eligible students as that term is defined in Arizona law. This may include transportation for:

1. K-8 students whose place of residence within the District is more than one mile from the school of attendance;
2. High school students whose place of residence within the District is more than one and one-half miles from the school of attendance;
3. Students admitted via open enrollment policies who may be eligible for transportation under state or federal law.
4. Students with disabilities whose Individual Education Plans include transportation as a related service provided under the Individuals with Disabilities in Education Act.
5. Homeless students who are entitled to transportation under the McKinney-Vento Act.
6. Foster students as required pursuant to A.R.S. § 8-530.04(C).

##### Reporting Obligations

The District shall report transportation route data and vehicle inventory data to the Arizona Department of Education as required by statute. The District shall report any accident involving a school bus or transportation to the local authorities and the Department of Public Safety as required by law.

##### Student Conduct on Buses/District Vehicles

Students are expected to meet the standards of behavior as outlined by the District while on buses/District vehicles and in the bus loading and unloading process. Students that fail to meet these standards may have transportation privileges revoked. Students are prohibited from harassing, intimidating and bullying other pupils on school buses/District vehicles and at school bus stops.

##### Contracts for Transportation

The District may contract for transportation with another political subdivision, a common or contract carrier or a private party.

##### Student Transportation in Private Vehicles

Students may be transported only in District-approved vehicles during school or school-sponsored events, unless otherwise approved by the Superintendent.

### School Bus Drivers

A person shall not operate a school bus transporting students unless the person possesses:

1. The appropriate license class for the size of school bus being operated that is issued by the Department of Transportation;
2. All required bus endorsements issued by the Department of Transportation;
3. Completed entry level driver training (ELDT) as required by the Federal Motor Carrier Safety Association; and
4. A school bus certificate issued by the Department of Public Safety.

School bus drivers must be certified to meet and maintain the minimum standards for school bus drivers as published by the Department of Public Safety and by the Federal Motor Carrier Safety Association. School bus drivers are required to complete an initial instructional course on school bus driver safety and training, including behind the wheel training.

School bus drivers whose license to drive is suspended, canceled, revoked or disqualified must notify their supervisor immediately. Failure to do so shall be grounds for immediate termination.

The District shall complete drug and alcohol testing of transportation employees at its discretion and as required or permitted by state and federal laws and regulation.

### School Vehicles

School buses shall meet all state and federal legal requirements for operation, maintenance and safety. The District shall develop operational guidelines for buses that address all state and federal requirements. All school buses shall meet the minimum standards for school buses as published by the Department of Public Safety.

The District may transport students in motor vehicles that are designed to carry at least eleven (11) and not more than fifteen (15) passengers as permitted by A.R.S. § 15-925.

### Reporting

The District shall comply with all reporting requirements and vehicle inventories as required by state or federal regulation.

Adopted:

Legal Authority:

[A.R.S. § 8-530.04](#)

[A.R.S. § 8-530.05](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-513](#)

[A.R.S. § 15-901](#)

[A.R.S. § 15-922](#)

[A.R.S. § 15-923](#)

[A.R.S. § 15-925](#)

[A.R.S. § 28-900](#)

[A.R.S. § 28-3228](#)

[Ariz. Admin. Code. R13-13-101](#) *et seq.*

[Ariz. Admin. Code. R17-1-201](#) *et seq.*

[42 U.S.C. § 11432\(g\)](#)

[49 U.S.C. § 5331](#)

[34 C.F.R. § 382.601](#)

[49 C.F.R. Part 380](#)

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## **Transportation**

### **© 3-302.A Procedure - Transportation - Reporting and Funding**

#### **A. Reporting Transportation Route Data**

The District shall certify to the Superintendent of Public Instruction in an electronic format as prescribed by the Arizona Department of Education (ADE) the following information:

1. The daily route mileage of the District in the current year. The route mileage shall not include more than thirty (30) miles each way to and from the school of attendance or to and from a pickup point on a regular transportation route to transport eligible students who reside in nonadjacent school districts.



2. The route mileage of the school district in the current year transporting eligible students for extended school year services for students with disabilities.
3. The number of eligible students transported during the current year.

The District may include in the calculation of daily route mileage any vehicle that meets the definition of a school bus under law. This certification shall be submitted within twelve (12) days after the first one hundred (100) school days unless otherwise permitted by law.

The Districts shall provide the odometer reading for each bus as of the end of the current year and the total bus mileage during the current year.

**B. Reporting Vehicle Inventory Data**

On or before July 15 immediately following the fiscal year, the District shall report the following to the Superintendent of Public Instruction:

1. The actual odometer reading for each school bus operated by the District as of June 30; and
2. The total mileage for the year ending June 30.

**C. In Lieu Of Transportation Grants**

The District may use a portion of its transportation funding to provide in lieu of transportation grants to parents of students who attend the District pursuant to a plan submitted to the ADE. The District may issue grants to support individual parents or neighborhood carpools in transporting students to school.

## Transportation

### © 3-302.B Procedure - Transportation - School Bus Requirements

#### A. Insurance on Bus Operator

The Governing Board shall purchase public liability and property damage insurance covering District employees while driving school buses.

The Board may require the operator of a school bus used for transportation of pupils attending schools in the District to carry public liability insurance in amounts not to exceed twenty thousand dollars for personal injury to any one person, and one hundred thousand dollars for personal injuries arising out of any one accident, covering any liability to which the operator may be subject on account of personal injuries to a passenger or other person caused or contributed to by an act of the operator while operating a school bus. If the policy of insurance is filed with and approved by the Board, the Board may increase the compensation otherwise payable to the operator by an amount equal to the cost to the operator of the insurance.

#### B. School Bus Requirements

The District and any contractors who provide transportation for the District shall adhere to all state and federal requirements for vehicle standards, including purchasing compliant equipment, regular inspection and maintenance.

School buses shall have a signal with the word "stop" printed on both sides in white letters not less than five inches high on a red background. The signal shall be an eighteen inch reflectorized octagon. When transporting students to or from school or home, the operator of the school bus shall:

1. Manually operate the signal in a manner so that the signal is clearly visible from both front and rear when extended from the left of the body of the school bus; and
2. Display the signal and alternately flashing lights if passengers are being received or discharged while the school bus is stopped on the roadway or a private road or driveway.

Except for the purpose of conducting drills under school rules and in the emergency evacuation or dispersal of students and school personnel, a person shall not operate a school bus on a public highway while:

1. Carrying more passengers than can be properly seated; or
2. A person is standing in the school bus.

In receiving or discharging students at the school, a person who drives a vehicle carrying students to and from school shall stop the vehicle on the side of the highway on which the school is located.

The Superintendent shall ensure all school buses are inspected at least annually.

C. Advertising on Buses

If the Board approves advertising on the exterior of buses, the advertising must conform with the following requirements:

1. Be age appropriate and not promote any substance that is illegal for minors such as alcohol, tobacco and drugs or gambling;
2. Comply with the state sex education policy of abstinence; and
3. Appear only on the sides of the bus in the following areas:
  - a. The signs shall be below the seat level rub rail and not extend above the bottom of the side windows.
  - b. The signs shall be at least three inches from any required lettering, lamp, wheel well or reflector behind the service door or stop signal arm.
  - c. The signs shall not extend from the body of the bus so as to allow a handhold or present a danger to pedestrians.
  - d. The signs shall not interfere with the operation of any door or window.
  - e. The signs shall not be placed on any emergency doors.

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## Transportation

### © 3-302.C Procedure - Transportation – School Bus Drivers and Operations

#### A. Qualifications

School bus drivers shall possess a commercial driver license issued by the Arizona Department of Public Safety (DPS) and a fingerprint clearance card. School bus drivers shall meet all requirements as required by state and federal law, including but not limited to regulations promulgated by the student transportation unit of DPS.

#### B. Record Keeping

The District shall maintain qualification and training records of applicants and school bus drivers for twenty-four (24) months from the date of certification, termination of employment, or denial of certification.

The District shall maintain records of testing for alcohol and controlled substances as required federal and state law.

The District shall transfer the records of a school bus driver to a subsequent employer upon written request by the subsequent employer or school bus driver.

If a school bus driver is terminated from or leaves employment, the District shall provide written notice to DPS within thirty (30) calendar days of the termination or leaving. The District shall provide DPS of notice of employment of a classroom behind the wheel instructor or a school bus driver who transfers into the District within fourteen (14) calendar days of the transfer including:

1. School bus driver's name;
2. School bus driver's certification number;
3. Name of the transferring employer; and
4. Effective date of the transfer.

This includes a classroom or behind-the-wheel instructor who transfers into the District.

#### C. Drug and Alcohol Testing

The District shall assume the costs of drug and alcohol testing of transportation employees. If the results of a test are positive, the District may charge the costs of the test to the tested employee. The costs charged to the employee shall be limited to the actual costs incurred as a result of testing. If the results of a test are negative, the District shall not charge the costs of testing to the tested employee.

A transportation employee who refuses to submit to drug and alcohol testing or whose test results are positive may be terminated from employment.

#### D. School Bus Operation

School bus drivers shall perform operations checks of school buses as required by law. School bus drivers shall meet the legal requirements and standards for the loading and unloading of passengers.

The District shall not allow or require a school bus driver to drive a school bus nor shall a school bus driver drive a school bus:

1. For more than ten (10) hours after having been off-duty for a minimum of eight consecutive hours;
2. For any period after having been on-duty for fifteen (15) hours after having been off-duty for a minimum of eight consecutive hours;
3. After having been on-duty sixty (60) hours in any seven (7) consecutive days if the employer does not operate school buses for seven (7) consecutive days; or
4. After having been on-duty seventy (70) hours in any eight (8) consecutive days if the employer operates school buses every day of the week.

E. Classroom and Behind the Wheel Instructors

The District shall maintain the following records for each classroom and behind-the-wheel instructor for twenty-four (24) months from the date the instructor is first recognized by the Department of Public Safety as qualified:

1. Letter submitted as required by DPS;
2. Letter of recommendation submitted as required by DPS; and
3. Examination score.

If a classroom or behind-the-wheel instructor is terminated from or leaves employment, the District shall provide written notice to DPS within thirty (30) calendar days of the termination or leaving.

F. Reporting of Accidents

If a school bus is involved in an accident, the District shall:

1. Report the accident to the local law enforcement agency in whose jurisdiction the collision occurred;
2. Require the school bus driver to report the accident to the District immediately following any accident involving a school bus;
3. Immediately upon receiving notification of any accident involving a school bus, notify DPS of the accident by telephone; and
4. Submit written verification of the accident to DPS within seventy-two (72) hours of the telephone notification using the requisite form.



### 3-400 Security Controls

#### © 3-401 Safety and Emergency Management

The District shall develop security plans and procedures to protect the safety of students, staff, visitors, and others present on District property or at school-sponsored events.

The Superintendent shall develop requirements to protect the security of each campus and District building, including security controls to prevent unauthorized visitors on campus.

The District shall require all volunteers who may perform services on a District campus or with a District student to provide fingerprint clearance or a background check as required by [A.R.S. § 15-512](#).

The District shall comply with requisite notification requirements regarding sex offenders and juveniles who have been adjudicated as dangerous or sex offenders. A registered sex offender who has legal custody of a student enrolled in a District school shall comply with the registration and notification requirements contained in [A.R.S. § 13-3821](#) and [A.R.S. § 13-3822](#).

The District shall implement procedures to safeguard District property. The District does not assume responsibility for the loss of, or damage to, personal property stored, installed, or used on District property.

The District shall comply with all occupational safety and health standards applicable in the workplace.

The District shall coordinate with statewide critical infrastructure information systems.

The Governing Board grants to the Superintendent authority to delay the start of or to close schools in the case of an emergency.

Adopted:

Legal Authority:

[A.R.S. § 3-3606](#)

[A.R.S. § 8-350](#)

[A.R.S. § 13-3821](#)

[A.R.S. § 13-3822](#)

[A.R.S. § 13-3823](#)

[A.R.S. § 13-3825](#) *et seq.*

[A.R.S. §§ 15-151 to 15-160.01](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-507](#)

[A.R.S. § 15-512](#)

[A.R.S. § 23-401](#) *et seq.*

[A.R.S. § 23-904](#)

[A.R.S. § 41-1803](#)

[20 U.S.C. § 7926](#)

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### **Safety and Emergency Management**

#### **© 3-401.A Procedure - Safety and Emergency Management - Emergency Plans**

The Superintendent shall develop and maintain emergency plans for each District building.

The District will develop emergency plans in accordance with standards developed jointly by the Arizona Department of Education and the Division of Emergency Management within the Department of Emergency and Military Affairs. The District will coordinate its plans with local law enforcement and other authorities as required. The District will provide training components for staff and students and emergency drills.

The District's emergency response plan will address how a school and emergency responders will communicate with and provide assistance to students with disabilities.

The District's emergency response plans are designated as confidential and shall not be subject to public records requests.

The Superintendent has authority to delay the opening of school, dismiss school early, or close schools if necessary due to an emergency.

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### **Safety and Emergency Management**

#### **© 3-401.B Procedure - Safety and Emergency Management - Reporting of Injuries**

All District staff are responsible for reporting any accident, injury or significant exposure that occurs on District property or at a District sponsored event. Reports shall be filed on accidents, injuries or exposures that take place on school property or that involve school vehicles, students, or staff members on school-sponsored trips, including staff members on authorized school business trips. Such reports are required regardless of whether there is any immediate evidence of injuries or damage to property.

Any District employee who suffers a job-related injury, accident, or exposure shall report the matter to their immediate supervisor immediately and shall file a report with the District business office as soon as possible and no later than five (5) calendar days after the date of occurrence.

District employees shall report any injury, accident or significant exposure involving a student to the building administration immediately and to the applicable health services office at the school.

District employees shall follow the universal precaution standards outlined in [29 C.F.R. § 1910.10](#) developed by the Occupational Safety and Health Administration as a precaution against transmission of disease for individuals potentially exposed to the blood or body fluids of any person.

The District shall report any workplace fatality to the Arizona Division of Occupational Safety and Health (ADOSH) within eight (8) hours. The District shall report all work-related in-patient hospitalizations, amputations, and losses of an eye to ADOSH within twenty-four (24) hours. The District shall report other injuries, accidents or significant exposures as required by state or federal regulation and not later than ten (10) calendar days after notification.

The District will establish and require employees to complete reporting forms or documentation as required by the District's insurance carriers, ADOSH and the Industrial Commission of Arizona.

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### **Safety and Emergency Management**

### © 3-401.C Procedure - Safety and Emergency Management - Protective Gear

The District shall ensure that students and staff have adequate protective gear for activities conducted by the District.

Every student, teacher, and visitor shall wear appropriate eye protective wear while participating in or when observing activities involving exposure to:

1. molten metals or other molten materials;
2. cutting, shaping and grinding of materials;
3. heat treatment, tempering or kiln firing of any metal or other materials;
4. welding fabrication processes;
5. explosive materials;
6. caustic solutions; or
7. radioactive materials.

"Eye protective wear" means devices meeting the standards of the American National Standards Institute's standards for occupational and education eye protection.

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## Safety and Emergency Management

### © 3-401.D Procedure - Safety and Emergency Management - Property Safeguards

#### A. Access

The Superintendent shall limit access to school buildings and grounds. The District shall establish and maintain protocols regarding the distribution of keys or equipment to access District property. Staff may be required to pay for re-keying or replacing security controls upon loss of access material.

#### B. Vandalism

The Superintendent is authorized to sign a criminal complaint and to press charges against anyone who vandalizes school property. The District may file suit to recover the cost of vandalism from any individual.

#### C. Surveillance Cameras

Surveillance cameras may be used in all areas under the supervision of the District, including school buildings, buses, grounds, and other authorized areas of the District. The use of surveillance cameras is intended to support monitoring safety and security, providing evidence for student or staff disciplinary action, and to serve as a deterrence for and prevention of unlawful activities, as well as to document those activities.

Surveillance cameras may be used in locations as deemed appropriate by the District administration, but shall not be used in locations where there is a reasonable expectation of privacy. Real-time or recorded video from the surveillance cameras may be viewed by appropriate personnel authorized by the Superintendent. Videos shall be maintained as required under the retention schedules published by the Arizona State Library, Archives and Public Records.

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**Safety and Emergency Management**

**© 3-401.E Procedure - Safety and Emergency Management - Pesticide Application Process**

The District shall comply with the requirements of state law to ensure that students, parents/guardians and staff have adequate notice of pesticide applications as required by [A.R.S. § 15-152](#) and [A.R.S. § 3-3606](#).

A. Notice

The District shall provide notice as follows:

1. Provide notice of pesticide application during a regular school session to students, employees, and parents/guardians, given in a form reasonably calculated to provide a warning at least forty-eight (48) hours prior to such application;
2. Provide for oral notification to pupils and employees during the regular school session; and
3. Provide written, electronic or telephonic notification to parents or guardians at least forty-eight (48) hours prior to the application of pesticides.

B. Pest Control Applicators

Pest-control applicator(s) employed by the District shall provide the school contact person with notice at least seventy-two (72) hours prior to the date and time the application of pesticides is to occur, including in such notice:

A. The brand name of the pesticide(s) to be applied.

B. The location and area or areas where the pesticide is to be applied.

C. The date and time the application is to occur.

D. The name, address, phone number and contact person of the certified applicator.

E. A statement that further information, such as the product label or safety data sheet, is available by contacting the certified applicator.

In case of pesticide applications performed for or by public health agencies or emergency applications performed because of immediate threat to the public health, the licensed applicator shall provide the school office oral and, if possible, written notice, of the area to be treated.

The Superintendent may require the pest-control applicator to fill out and make all required postings in accordance with statute and with District policy and procedures. The name and telephone number of the applicator shall be attached to any posting.

C. Posting of Notice

No less than forty-eight (48) hours prior to pesticide application, signs measuring at least eight and one half inches by eleven inches (8 1/2" x 11") shall be posted to identify pesticide application areas. The signs shall display:

1. The words "warning - pesticides";
2. The registration number issued by the United States Environmental Protection Agency;
3. The date and time of the application; and
4. A phone number for the school contact person and one (1) for the licensed pesticide applicator.

The signs shall be placed at the main entrance to all buildings and/or playing fields where the pesticide will be applied. The signs may be removed not less than forty-eight (48) hours after the pesticide is applied.

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**Safety and Emergency Management**

**© 3-401.F Procedure - Safety and Emergency Management - Community Notifications**

Upon receiving notification from a law enforcement agency of the presence of a level two or level three registered sex offender in the community, the District may disseminate the information to staff, parents, legal guardians, custodians and students (if age appropriate). The District may restrict visitor access to those subject to relevant community notifications as permitted by law.

A registered sex offender with legal custody of a child must comply with the registration and notification requirements as per [A.R.S. § 13-3821](#) et seq. and must notify the sheriff within seventy-two (72) hours if the enrollment status of the student changes.

The District will provide information received from the judicial system regarding the presence of a student who has been adjudicated delinquent for or convicted of and placed on probation for a dangerous offense or sexual conduct with a minor, sexual assault, molestation of a child, or continual sexual abuse of a child to staff, parents, legal guardians, and custodians upon request.

School employees, contractors, and agents are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual or agency knows or has probable cause to believe that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of applicable state and federal laws. The District shall make exceptions only as permitted by federal statute ([20 U.S.C. § 7926](#)).

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### **3-400 Security Controls**

#### **© 3-402 Records**

The District shall disclose public records as required by the Arizona Public Records Act and the Parent's Bill of Rights.

The District shall maintain public records according to the record retention schedules published by the Arizona State Library, Archives and Public Records. The Superintendent shall establish a records management program to address the retention and disposition of District records.

No District employee having custody of a public record may knowingly and without lawful authority destroy, mutilate, deface, alter, falsify, remove or secrete a public record.

The District shall notify parents/legal guardians prior to the destruction of student records as required under state or federal law.

Adopted:

Legal Authority:

[A.R.S. § 1-602](#) *et seq.*

[A.R.S. § 15-143](#)

[A.R.S. § 15-341](#)

[A.R.S. § 38-421](#)

[A.R.S. § 39-101](#) *et seq.*

[A.R.S. § 41-151.14](#)

[34 CFR § 300.624](#)

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## Records

### © 3-402.A Procedure - Records - Disclosure of Public Records

Any person is entitled to inspect (during regular office hours) public records in the custody of the District or to be furnished copies, printouts, or photographs of any public record, subject to applicable legal requirements and payment of relevant costs.

To submit a public records request, the requesting party may send the request in the District form provided or by e-mail and shall include as much detail as possible, such as the date range of the request, what specific public record or information is being requested, and any other supporting details to assist with identifying the requested records.

The District shall provide the name, telephone number and email address of an employee or department that is authorized to respond to public records request. This information shall be posted on the District's website. The District shall respond within five (5) work days acknowledging receipt of a request.

After a request is made, and before the records are produced, the custodian of the records must determine:

1. Whether the documents requested are public records;
2. Whether any authorized grounds exist for denying public inspection; and
3. Whether a charge should be imposed.

The District shall respond to all requests within a reasonable period of time in a manner that does not cause disruption to the District. What is a reasonable time and manner must in all cases be a factual determination depending upon the volume of the request, the accessibility of the material and the amount of review/redaction required.

Once the records are ready:

1. Records will be available for inspection or copying only during regular working/business hours Monday through Friday;
2. The requester will be provided adequate space to inspect public records or information at no cost; and
3. If a copy charge is assessed, the requester will pay in full prior to receiving material.



## Records

### © 3-402.B Procedure - Records - Records Retention

The Superintendent shall establish and maintain an active, continuing program for the economical and efficient management of the District's public records. Records should not be destroyed, removed or disposed of, except as provided by law, rule or policy.

Records should be archived or disposed of by following the applicable records retention schedule, subject to exceptions stated regarding retention for audit and litigation purposes. The building administrator is responsible for ensuring that staff identify and retain records with the established records retention criteria.

Each building and department administrator must protect and preserve official records in whatever format they exist, including paper, digital, microfiche and film. Staff shall carefully protect and preserve the records from deterioration, mutilation, loss or destruction. This includes ensuring the security and privacy of records to maintain the authenticity, integrity and trustworthiness of records. Records should be safely stored to prevent vandalism, theft and accidental or intentional disposal, deletion or destruction.

Electronic communications that are sent or received by the Governing Board or District employees pertaining to District business may be subject to public disclosure and inspection as public record, even if personal devices are used to communicate regarding District business.

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**Records**

**© 3-402.C Procedure - Records - Destruction of Student Records**

The District shall provide any requisite notice to parents/legal guardians prior to the destruction of any student records as required under state or federal regulation. The District shall destroy personally identifiable information regarding a student at the request of a parent/guardian once the information is no longer needed unless otherwise required to be maintained.

The District may include notice regarding the potential destruction as a part of the enrollment process or upon graduation. The District may mail a notice of the destruction of record prior to completing the destruction of the student records. Notice of the District's schedule for the disposition of records will also be available upon request.

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## Records

### © 3-402.D Procedure - Records - Parent's Bill of Rights

Pursuant to [A.R.S. § 1-602](#) and [A.R.S. § 15-143](#), a parent/legal guardian shall have access to all written and electronic records of the District or a District employee concerning their student and to all electronic accounts of the student, including all of the following:

1. attendance records;
2. test scores of school-administered tests and statewide assessments;
3. grades;
4. extracurricular activities or club participation;
5. disciplinary records;
6. counseling records;
7. psychological record;
8. applications for admission;
9. health and immunization information, including any medical records that are maintained by a health clinic or medical facility operated or controlled by the District or that is located on District property;
10. teacher and counselor evaluations;
11. reports of behavioral patterns; and
12. email accounts.

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### 3-400 Security Controls

#### © 3-403 Technology

##### Appropriate Use of Technology

The District may provide technology devices and Internet access to District students and staff. The use of the technology shall be in support of the District's educational goals and mission. To ensure that the technology is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses its technology to follow District guidelines for appropriate use. Anyone who misuses, abuses, or chooses not to follow the technology guidelines and procedures may be denied access to the District's technology and may be subject to disciplinary and/or legal action.

District employees are prohibited from using District or personal devices to communicate with students or minors in violation of Board policies governing staff-student communications or boundaries.

##### Internet Safety (Child Internet Protection Act)

The District shall take measures to protect against:

1. Internet access by staff or students to visual depictions that are obscene, child pornography, or harmful to minors;
2. Risk to the safety and security of students when using District technology to access electronic mail, chat rooms and other forms of direct electronic communications;
3. Unauthorized access and other unlawful activities by students online; and
4. Unauthorized disclosure, use, and dissemination of personal information regarding students.

The District shall monitor the online activities of students and shall provide education regarding appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms and regarding cyberbullying awareness and response.

##### Parental Notification

Parents shall be notified of the policies and procedures regarding the use of technology while at school. Parents will also be notified of their right to prohibit the student from the use of technology while at school in which covered information may be shared with an operator pursuant to law. This does not apply to technology that is used for the daily operations or administration of online instructional programs authorized by law.

##### Access

The District shall maintain its technology and its website so as to be accessible to persons with disabilities.

The District shall take precautionary measures to safeguard the content of data and to prevent unauthorized releases and cybersecurity attacks.

Adopted:

Legal Authority:

[A.R.S. § 15-120.04](#)

[A.R.S. § 15-808](#)

[A.R.S. § 15-1046](#)

[20 U.S.C. § 9134](#)

[29 U.S.C. § 794](#)

[42 U.S.C. § 2000](#) *et seq.*

[42 U.S.C. § 12101](#) *et seq.*

[47 U.S.C. § 254](#)

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## Technology

### © 3-403.A Procedure - Technology - Use Requirements

The Superintendent shall put systems in place to encourage appropriate use of District technology and may require all users to execute an agreement regarding the applicable requirements.

#### A. Internet Safety and Filtering

The District shall provide for measures that protect against Internet access by both adults and minors to visual depictions that are pornographic. The protective measures shall also include monitoring the online activities of students while using District technology.

#### B. Monitoring and Education

The District may provide training to staff regarding their individual responsibility to monitor student use of District technology. District staff will supervise, monitor and educate students as to appropriate usage of the online computer network and access to the Internet.

The Superintendent is responsible for creating, implementing and enforcing the District's electronic information use guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.

The District shall educate students on becoming digital citizens so that students learn the rights, responsibilities, and opportunities of living, learning and working in an interconnected digital world.

#### C. Transmission of Harmful Items to Minors

No person, with knowledge of the character of the item involved, may intentionally or knowingly transmit or send to a minor by means of technology an item that is harmful to minors when the person knows or believes at the time of the transmission that a minor in this state will receive the item. Violation of this provision is a criminal felony and any violation will be submitted to law enforcement for investigation.

#### D. Data Management/Security

The Superintendent shall implement and maintain data management and security controls that ensure maximum availability and effective use of accurate, timely, and reliable data and information while protecting the privacy, confidentiality, security, and safety of data regarding staff, students, and their families. The District shall strive to meet the following objectives:

1. Encourage and support effective use of data and information resources in academic and operational performance management and decision making.
2. Ensure confidentiality, privacy, and security of data and communications pertaining to staff, students, and their families.

3. Comply with federal, state, and local laws and regulations regarding information privacy and security, as well as records retention and disposal.
4. Implement prudent and reasonable measures to protect the District's data and information resources and technology infrastructure from unauthorized use, theft, exploitation, modification, destruction, and denial of use.
5. Create plans and procedures for responding to cyber attacks and, in the event of a successful attack, for effectively and fully recovering data in an ethical and lawful manner.
6. Ensure that authorized access to District data and information resources and technology infrastructure by third parties is monitored and protected to the fullest extent.
7. Train staff regarding data management, security policies and procedures.
8. Periodically conduct data governance and security risk assessments.

E. Communication with Students/Minors

District employees shall abide by all District requirements pertaining to the use of District technology or personal devices when communicating with students or minors.

## Technology

### © 3-403.B Procedure - Technology - Accessibility

The District is committed to providing technology and websites that are accessible to persons with disabilities. All staff that post digital content are responsible for ensuring that the content is in conformance with level AA of the Web Content Accessibility Guidelines (WCAG) 2.1 or updated equivalents of these guidelines so as to assure compliance.

A website accessibility concerns/complaints form related to the accessibility of websites developed or maintained by the District is available from the District office and maintained electronically. The form includes identification information, date, description of the problem, location of the inaccessible site, and the solution suggested.

A concern or complaint may be made verbally, by e-mail, in writing or by completing the form provided by the District. All such communications will be forwarded to a staff member or consultant designated by the Superintendent.

Each concern or complaint will be processed and the person initiating the communication will receive a timely response, including the provision of access to the website information requested.

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### 3-400 Security Controls

#### © 3-404 Insurance

The Governing Board may procure insurance coverage or may establish a self-insurance program to discharge its responsibility to safeguard District property; to provide public officers, staff and leased employees with general liability coverage for acts performed in the course and scope of their employment or authority; to meet its obligations to provide statutory worker's compensation coverage for injuries that may occur to staff; coverage for all construction projects, and to hold general liability coverage that includes coverage for bodily injury and property damage.

The Board may offer health, accident, life or disability benefits for employees of the District, their dependents and for members of the Board and their dependents, in alignment with state law.

The Superintendent shall ensure that the District procures insurance in compliance with all state and federal requirements.

Monies received for or derived from insurance losses shall be deposited and applied in compliance with [A.R.S. § 15-1103](#).

Adopted:

Legal Authority:

[A.R.S. § 15-213](#)

[A.R.S. § 15-341](#)

[A.R.S. §§ 15-381 to 15-388](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-1103](#)

[A.R.S. § 23-407](#)

[A.R.S. § 23-901](#) *et seq.*

[A.R.S. § 15-1223](#)

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## Insurance

### © 3-404.A Procedure - Insurance - Liability Coverage

The Superintendent shall review the District's insurance program, consider alternatives, and report recommendations to the Board; recommend specific insurance placement and prepare specifications for bidding of the same if necessary; assist the Board in the establishment and maintenance of property valuation and insurance records; assist in processing all claims; and recommend such measures as may reduce the cost of insurance programs including assumption of risk, loss prevention, wellness programs, transfer of risk, and self-insurance.

The Superintendent may establish insurance coverage in the following general areas:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
2. Workers' Compensation according to the statutory limits.
3. Employers' Liability Coverage of at least \$500,000.
4. Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
5. Professional Liability: Not less than \$1,000,000 per occurrence.
6. Umbrella or Excess Liability Coverage: Not less than \$5,000,000 per occurrence and in the aggregate.
7. Cyber Risk Insurance: Not less than \$2,000,000 per claim.
8. Environmental Liability: Not less than \$2,000,000 per claim and in the aggregate.

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## Insurance

### © 3-404.B Procedure - Insurance - Workers' Compensation

The Governing Board shall provide workers' compensation coverage meeting all statutory limits to provide coverage for all employees for a covered occurrence while on assignment, including an accident, injury or exposure while on school property or while on official business off school property.

#### A. Employee Reporting and Responsibilities

Employees must immediately report any accident, injury or exposure to their supervisor and will be required to supply requisite information such as the time of the incident, persons involved, and how it happened. Failure to comply with this requirement could result in the loss of workers' compensation benefits.

Employees must complete all required forms including but not limited to the Report of Industrial Injury form required by the Industrial Commission of Arizona (ICA).

The legal filing of a claim must be completed within one year from the date of injury OR when the injured employee became aware of the condition being related to employment. The injured employee is responsible for making sure that the claim is filed and to maintain a current address with the ICA.

#### B. District Reporting Responsibilities

The District shall file employer reports regarding any accident, injury or exposure in a timely manner pursuant to A.R.S. § 23-908 and A.R.S. § 23-1016. The District shall report any fatality within eight (8) hours and all work-related in-patient hospitalizations, amputations, and losses of an eye within twenty-four (24) hours.

#### C. Training

Employees shall complete all requisite trainings relevant to their positions as required by the state or federal occupational health and safety agencies.

#### D. District Communication

The District shall provide certain information to an employee who reports the injury, including the name and address of the District workers' compensation insurance carrier, the policy number, and the date of expiration of coverage. The District will notify its workers' compensation insurance carrier and the Industrial Commission of Arizona within ten (10) calendar days after receiving notification of a work related injury or disease (or sooner if a fatality is involved) using the Employer's Report of Industrial Injury form.

The District shall also post notice regarding its workers' compensation coverage in the workplace.

#### E. Right to Direct Care

If the District is self-insured, the District may have the right to direct the injured employee's medical care for the duration of the injury. If the District is not self-insured, or is self-insured but does not direct care, the District has the right to direct the injured employee to the District's doctor for one visit only; the injured employee may then treat with the doctor of the employee's choice.

When an injured employee first receives treatment, the employee should advise the doctor's office or emergency room that this was an on-the-job injury.

F. Absence and Potential Compensation

When a job-related injury/accident requires absence from the workplace, the employee shall be on sick leave for the first seven (7) calendar days of absence following the job-related injury/accident. The employee shall be compensated for the work days in that time period if the employee has sufficient accumulated sick leave.

If the employee is required to be absent for more than seven (7) calendar days, any claim for lost pay will be processed through the worker's compensation insurance carrier. In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular wages.

G. Record Keeping

The District shall maintain records of accidents, injuries and occupational illnesses as required by state or federal administrative regulation.

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Insurance

**© 3-404.C Procedure - Insurance – Insurance Benefits**

The Governing Board may offer health, accident, life or disability benefits for employees of the District, their dependents and for members of the Board and their dependents in alignment with state law. The Board may alter the terms and conditions of this benefit of employment.

A Board member is eligible to participate in an insurance plan provided as an employee benefit if the Board member pays the full premium and the participation of the Board member does not result in an expenditure of District monies.

The Board may also authorize the participation of former Board members if the Board member served for at least four (4) consecutive years, was covered by the insurance plans while serving on the Board, pays the full premium, and the participation of the former Board member does not result in an expenditure of District monies.

The Board may allow the surviving spouse and dependent of the Board member or former Board member to continue to participate in the insurance plan if the requisite conditions listed in statute and above are met.

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### 3-500 Elections

#### © 3-501 Elections

##### Maintenance and Operations/District Additional Assistant Override Elections

The Governing Board may order an override election if a proposed budget of the District exceeds the aggregate budget limit for the budget year. The order must be at least ninety (90) calendar days before the general election date in November, or earlier depending on County election requirements. The County will require the election to be called at least one hundred twenty (120) calendar days before the general election date. At the same time as the order of the election, the Board shall publicly declare the deadline for submitting arguments to be submitted in the informational pamphlet, which is determined by the County, and shall immediately post the deadline in a prominent location on the District's website.

The Board shall prepare an alternate budget that does not include an increase in the budget of more than the amount allowed in law. If the voters approve the proposed budget, the Board shall follow the procedures prescribed in law for adopting a budget that includes the authorized increase. If the voters disapprove the proposed budget, the Board shall follow the procedures prescribed in law for adopting a budget that does not include the proposed increase or the portion of the proposed increase that exceeds the amount authorized by a previously approved budget increase as prescribed in law.

##### Bond/Capital Elections

The Board may call an election for the following purposes:

1. To locate or change the location of school buildings.
2. To purchase or sell school sites or buildings or sell school sites pursuant to law or to build school buildings, but the authorization by vote of the District does not need to specify the site to be purchased.
3. To decide whether the bonds of the District shall be issued and sold for the purpose of raising monies for purchasing or leasing school lots, for building or renovating school buildings, for supplying school buildings with furniture, equipment and technology, for improving school grounds, for purchasing pupil transportation vehicles or for liquidating any indebtedness already incurred for such purposes. Bonds issued for furniture, equipment, and technology, other than fixtures, shall mature not later than the July 1 that follows the fifth year after the bonds were issued.
4. To lease for twenty (20) but less than ninety-nine (99) years, as lessor or as lessee, school buildings or grounds.
5. To change the list of capital projects or the purposes authorized by prior voter approval to issue bonds.

If the Board orders a bond or override election to be held, the order shall include the election notice and procedures to be conducted. Elections shall only be held on dates as prescribed in statute.

Any bond election notice shall include the estimated average tax rate necessary to pay the debt service on the bonds and any override election notice shall include the estimated first year tax rate associated with the override.

#### Multiple Election Purposes

If a District bond election is scheduled for the same date the District will hold an override election, the Board shall deliver a copy of the notice of election and ballot to the County School Superintendent. Mailing of the information required for both the override and bond elections shall constitute compliance with notice provisions.

Adopted:

Legal Authority:

[A.R.S. § 15-481](#)

[A.R.S. § 15-482](#)

[A.R.S. § 15-491](#)

[A.R.S. § 15-511](#)

[A.R.S. § 15-905](#)

[A.R.S. § 35-451](#) *et seq.*

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## Elections

### © 3-501.A Procedure - Elections - Override Election Ballot and Pamphlet

The District shall work with the County School Superintendent to provide information for the preparation of a sample ballot and the informational pamphlet on the proposed increase in the budget. The District or its election counsel shall draft the informational pamphlet and the ballot and generally require final pamphlet and ballot text at least one hundred twenty (120) calendar days before the election. The District or County shall mail or distribute the informational pamphlet and the ballot to the households in which qualified electors reside within the District at least thirty-five (35) calendar days before the election. The District shall not distribute any material concerning the proposed increase in the budget via any student enrolled in the District.

The informational pamphlet shall contain the following information:

1. The date of the election.
2. The voter's polling place and the times it is open.
3. The proposed total increase in the budget that exceeds the amount allowed pursuant to [A.R.S. § 15-905](#).
4. The total amount of the current year's budget, the total amount of the proposed budget and the total amount of the alternate budget.
5. If the override is for a period of more than one year, a statement indicating the number of years the proposed increase in the budget would be in effect and the percentage of the District's revenue control limit that the District is requesting for the future years.
6. The first year tax rate of the proposed override and the estimated amount of secondary property taxes if the override is successful for owner-occupied residences and businesses at various prescribed assessed valuations.
7. The current limited property value and the net assessed valuation of the District, both as provided by the Arizona Department of Revenue.
8. Up to ten (10) "pro" or "con" statements not to exceed two hundred (200) words each submitted to the County by the public, including one from the District's Governing Board.



## Elections

### © 3-501.B Procedure - Elections - Bond Election Ballot and Pamphlet

At least eighty-five (85) calendar days before a bond election, the District shall submit proposed ballot language to the County School Superintendent and the Director of the Arizona Legislative Council, unless the County requires the final ballot and pamphlet text at least one hundred twenty (120) calendar days before the election.

Not later than thirty-five (35) calendar days before a class B bond election, the District or County shall mail an informational pamphlet to each household that contains a qualified elector in the District. The District or its election counsel shall draft such a pamphlet. The informational pamphlet shall contain, at a minimum, the following information:

1. An executive summary of the District's most recent capital plan submitted to the School Facilities Oversight Board.
2. A complete list of each proposed capital improvement that will be funded with the proceeds of the bonds, and a description of the proposed cost of each improvement, including a separate aggregation of capital improvements for administrative purposes as defined by the School Facilities Oversight Board.
3. The tax rate associated with each of the proposed capital improvements and the estimated cost of each capital improvement for the owner of a single family home that is valued at \$100,000.
4. "Pro" or "con" statements not to exceed two hundred (200) words, each submitted to the County by the public. The Governing Board may not submit a "pro" statement.

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### 3-500 Elections

#### © 3-502 Budget Override and Bond Accountability

If the District currently has increased its budget pursuant a budget override approved by the voters, the Governing Board shall hold a public meeting each year between September 1 and October 31 at which an update of the programs or capital improvements financed through the override is discussed and at which the public is allowed an opportunity to comment and:

1. If the increase is for District additional assistance override, at a minimum, the update shall include the progress of capital improvements financed through the override, a comparison of the current status and the original projections on the construction of capital improvements, the costs of capital improvements and the costs of capital improvements in progress or completed since the prior meeting and the future capital plans of the District. The District shall include in the public meeting a discussion of the District's use of state capital aid and voter-approved bonding in funding capital improvements, if any.
2. If the increase is for a maintenance and operations budget override, the update shall include at a minimum the amount expended in the previous fiscal year and the amount included in the current budget for each of the purposes listed in the informational pamphlet published at the time of the election.

If the District has issued bonds, it shall hold a public meeting each year between September 1 and October 31 until the bond proceeds are spent. At the public meeting, the Board shall allow public comment and provide an update of the progress of capital improvements financed through bonding. At a minimum, the update shall include:

1. A comparison of the current status and the original projections on the construction of capital improvements;
2. The costs of capital improvements and the costs of capital improvements in progress or completed since the prior meeting; and
3. The future capital bonding plans of the District.

The Board shall include in the public meeting a discussion of the District's use of state capital aid and voter-approved District additional assistance overrides in funding capital improvements, if any.

Adopted:

Legal Authority:

[A.R.S. § 15-491](#)

[A.R.S. § 35-451](#) *et seq.*

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### 3-500 Elections

#### © 3-503 Use of School Resources

##### Definitions

"Influencing the outcomes of elections" means supporting or opposing any elections matter, including any candidate or issue-based election, in a manner that is not impartial or neutral.

##### Ban on Use of School Resources

No person acting on behalf of the District or any person aiding another person acting on behalf of the District shall spend or use District resources for the purpose of influencing the outcomes of elections. This prohibition is not limited to elections of the District, and includes the use or expenditure of monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, social media, e-mail, personnel, equipment, materials, buildings or any other thing of value of the District.

No employee of the District who is acting as an agent of or working in an official capacity for the District may give pupils written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

No employee of the District or may use the authority of the employee's position to influence the vote or political activities of any subordinate employee.

The District shall not spend monies for membership in an association that attempts to influence the outcome of an election.

##### First Amendment Activity Protected

Nothing in this Policy shall be construed to infringe on the protected individual free speech rights or other civil and political liberties guaranteed by the [United States](#) or [Arizona Constitutions](#).

Adopted:

Legal Authority:

[A.R.S. § 15-481](#)

[A.R.S. § 15-491](#)

[A.R.S. § 15-511](#)

[U.S. Const., Amend. I](#)

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## Use of School Resources

### © 3-503.A Procedure - Use of School Resources - Permitted/Prohibited Activities

#### A. Distribution of Information

The District may distribute informational pamphlets on a proposed budget override election as provided in law or informational pamphlets on a proposed bond election as provided in law if those informational pamphlets present factual information in a neutral manner, with the exception for those arguments presented as prescribed in law for override elections.

The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of District-focused promotional expenditures that occur after an election is called and through election day, but does not include routine school district communications. Routine school district communications in this context means messages or advertisements that are germane to the functions of the District and where the frequency, scope and distribution is consistent with past practices or are necessary for public safety.

#### B. District Forums/Private Rental for Election Purposes

The District may sponsor forums or debates using facilities and equipment. The District will remain impartial, providing purely informational material and providing an equal opportunity to all viewpoints. The forums or debates shall be open to the public or to invited members of the public and shall have the purpose of informing the public about an issue or proposition that is before the voters.

The rental and use of a District facility by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as the District sponsored forum or debate.

#### C. Prohibited Activities

1. *Campaign Signs*: No campaign signs, banners, stickers or any item that advocates for or against a candidate, recall, initiative, referendum, bond election, budget override or any ballot measure shall be placed in or on District school buildings (including but not limited to playing fields, parking lots, walls and fencing).
2. *Political Buttons, T-shirts, etc.*: Governing Board members, personnel and others acting on behalf of the District shall not wear political buttons, T-shirts, hats or other items displayed on their persons or apparel that are designed to influence the outcome of an election in a classroom, in any other instructional setting, or at a school-sponsored extracurricular event at which they are supervising or assisting with supervision or organization of the extracurricular event.

3. *Use of Premises by Outside Groups:* In permitting use of school buildings by outside groups for meetings, the District cannot favor proponents of one side over another, *i.e.* if access is allowed to a political party, a candidate or proponents of a ballot measure, equal access under the same terms and conditions must be allowed for all other political parties, candidates and opponents of ballot measures.
4. *Use of School Mailboxes, E-mail and Telephones:* Even if the District permits private use of school mailboxes, telephones or e-mail accounts for some personal use, personnel and Governing Board members may not use these resources to distribute a communication for the purpose of influencing the outcomes of elections. School telephone systems shall not be used as telephone banks for the purpose of influencing the outcomes of elections. E-mails to influence the outcomes of elections may not be generated, distributed or forwarded via a school e-mail account.
5. *School Personnel and Students:* An employee of the District who is acting as an agent of or working in an official capacity for the District shall not give students written materials to influence an election or to advocate support for or opposition to pending or proposed legislation regardless of the fact that no District personnel, equipment or resources were used to prepare the materials. This includes flyers prepared by a private citizen group supporting a candidate or passage of a ballot measure or materials urging citizens to call their legislators to support or oppose legislation.
6. *Petition Circulation:* Persons acting on behalf of the District shall not use District personnel, equipment, materials, buildings or other resources to circulate nomination, recall, or ballot measure petitions or petitions to qualify a political party for ballot status recognition. This does not prohibit individual employees from voluntarily exercising their rights to circulate petitions in their personal capacities on non-duty time:
  - a. outside the classroom,
  - b. outside any other instructional setting, or
  - c. at a school-sponsored extracurricular event as long as they are not supervising or assisting with supervision or organization of the extracurricular event.
7. *Board Resolutions:* Other than publicity pamphlet arguments permitted by law, the Board is not permitted to adopt resolutions supporting or opposing ballot measures, endorsing candidates or taking official action on other positions to influence the outcomes of elections.
8. *Candidates and Their Representatives:* Persons acting on behalf of the District shall not permit candidates (including but not limited to candidates for the Board) and their representatives to announce their candidacy or advocate their election or

the defeat of their opponents in school buildings or on school property, except for times when they are participating in public forums.

#### D. Permitted Activities

##### 1. *Advocacy in a private capacity*

- a. Board members, personnel or others acting on behalf of the District may act as advocates, circulate petitions, and distribute election literature but only as private citizens, during non-duty time outside the classroom or other instructional settings, using their own or other private resources.
- b. Board members, personnel or others acting on behalf of the District may engage in these activities at school-sponsored extracurricular activities, such as athletic events, only if they are not on duty or supervising or assisting with supervision or organization of the event.
- c. Personnel must not represent that they are acting on behalf of the District while engaged in activities to influence the outcomes of elections.

##### 2. *Expression of opinions*

- a. Board members, personnel and others acting on behalf of the District, should feel free to express their opinions or preferences on elections outside the classroom or other instructional settings, or at school sponsored extracurricular events, such as athletic events, if they are not on duty or supervising or assisting with supervision or organization of the event. They may wear buttons, place bumper stickers on their cars, wear clothing with political messages, distribute flyers or information, make contributions, talk with neighbors, friends and members of the community, put up or display signs, make speeches and speak to community or civic groups or engage in any other political activity they choose to in non-instructional settings during non-duty time, as long as they are not using District personnel, equipment, materials, buildings or other resources.
- b. Board members, personnel and others acting on behalf of the District or shall refrain from taking any action or making any statement that would suggest that they are acting on behalf of the District.

##### 3. *Private vehicles*

- a. Private vehicles with bumper stickers and other electioneering signs or materials relating to an election may be parked on District property by personnel, Board members, parents, and visitors to the school for school-related activities or while voting when the school is used as a polling place.
- b. On election day, if the school is a polling place, a vehicle displaying electioneering messages may not be parked within the seventy-five (75) foot limit designated by election officials.

4. *Receipt of Election Information in Mailboxes, E-mail and Phones:* If the District permits private use of District mailboxes, telephones, and e-mail accounts, employees and Board members do not violate state law by receiving information or literature advocating a position on an election matter. Receiving parties should not forward to others.
5. *Voter Registration:* The District may conduct nonpartisan activities designed to encourage individuals to register to vote and make voter registration forms available on District property if it regularly does so throughout the year.
6. *Responses to Questions About Ballot Measures:* District resources may be used to respond to questions about ballot measures so long as the responses provide factual information in a neutral manner and do not present a clear and unmistakable plea to vote for or against the measures or encourage the person making the inquiry to take some other kind of action in support of or opposition to the measures.
7. *Investigation of Fiscal Impact of Ballot Measure:* The District may use its resources to investigate the fiscal impact of ballot measures on the District.

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